

Invitation to Tender for

**Framework Agreement for: Stocking
Density Assessment Surveys (for uniform
planted stands)**

Framework No: SDA 580 FES 2015 - 2018

Introduction

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

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

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

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

1 Type and term of agreement

We will be awarding a framework agreement for the Stocking Density Assessment (SDA) survey work for 10 Forest Districts (FDs) in Scotland: Cowal & Trossachs, Dumfries & Borders, Galloway, Inverness, Ross & Skye, Lochaber, Moray & Aberdeenshire, North Highland, Scottish Lowlands, Tay, and West Argyll (see Appendix 1 for map of Forest Districts).

Our intention is to award this Framework for a period of 3 years.

There will be an option to extend the contract by up to a further 1 year in total.

The decision on whether to make use of the extension option available will be at our discretion and will be based upon the following factors: performance, budget availability, and operational requirements.

The total value of this framework agreement over the entire period including any extension options will be in the region of £500,000.

2 Timetable, enquiries and return arrangements

2.1. Timetable

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

Stages	Dates
Bidder Briefing Event: 11:00-13:00	Thursday 16 April 2015 - Inverness Wednesday 22 nd April - Edinburgh
Date(s) of site visits by bidders to FC site	This should be arranged directly with the relevant FD – see Appendix 1 for FD boundaries
Skills Test and Training for all Bidders and Field Staff <i>(Limited to 15 people per day, booked on a first come basis for each individuals 1st test, then as able to accommodate for subsequent tests)</i> These will be one day events, held near Dunkeld, Perthshire	Thursday 7 th May 2015 Thursday 14 th May 2015 Thursday 28 th May 2015 Thursday 4 th June 2015 Preferred date for Skills Test should be notified to Survey Co-ordinator at the latest by Thursday 30 th April 2015
Closing date and time for enquiries	Thursday 18 th June 2015
Tender Return Date and Time	13:00 hours on Thursday 16 th July 2015
Expected Notification of Intent to Award	Friday 31st July 2015
End of Standstill Period	Friday 14 th August 2015
Expected Start Date	Tuesday 1 st September 2015 and as per each FD's survey programme

2.2 Clarification, bidder briefing day, site visits, skills test

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.

2.2.2. Optional Bidder briefing events

Bidders are invited to attend either one of two Bidder Briefing Events to help them understand more about the requirements of this contract. The Briefings will take place on the date specified in the timetable at Section 2.1 above and bidders should contact the person named at 2.3 to confirm their attendance and receive further details.

Note: All questions and answers on the day will be circulated to all bidders who expressed an interest in this tender regardless of whether you attend or not.

2.2.3 Site Visits

Before the return date, tenderers may wish to have a site visit so that they can complete their submission. Site visits should be arranged directly with the relevant Forest District and tenderers should contact the survey co-ordinator in the first instance to arrange this (see Section 2.3 for contact details).

2.2.4 Skills Tests and Training for Bidders and All Survey Staff

Every bidder will be required to PASS a skills test before we will consider their tender submission. This is a gateway stage of the tender process and if you do not attend the skills test or FAIL the skills test we will not consider your tender submission. In addition **all** field survey staff will need to pass the test, irrespective of their anticipated role in field work before they can be recruited as part of your survey team.

A number of prospective dates have been set aside for skills tests (see Section 2.1 above), but all will be held in Tay FD. Bidders and their staff are welcome to attend more than one skills test event if they wish to do so and there will be no penalty imposed for multiple attempts. There will be a maximum of 15 people per day and the 1st skills test for each individual will be organised on the basis of those responding

first will get booked first. Subsequent test will be booked on the basis of our ability to meet the requested dates after all 1st skills test commitments have been met.

The dates have been set but if for any reason outwith our control for example the weather we cannot honour these dates we will re-schedule the dates and before any contract offer/award is made you MUST pass this test. If we need to re-schedule the dates it may be this is after the tender closing date. If this is the case the test will still be treated as a gateway stage of the process and failure to PASS will invalidate your tender submission.

Further information on the skills test will be provided prior to attending the test. However, in summary in order to achieve a PASS bidders and survey staff must meet the following minimum criteria:

Capable of Map Reading and Accurate Navigational Skills; Ability to correctly identify all species likely to be encountered on FC restock sites at seedling and sapling stages (NB this will include broadleaved species such as birch, oak, willows, rowan, alder, etc); Ability to correct for slope; accurate counting of stocking; and ability to undertake all the management assessments (e.g. browsing damage, weed suppression, poor condition etc as per recording sheet in Appendix 2.

We will endeavour to hold a skills test at least annually to cater for any turnover of staff. However, this will be subject to the availability of FC staff to undertake set-up and supervision of such events. Trainees may accompany survey staff for a short period to pick up the required skills, but they must be notified to the Survey Co-ordinator and relevant Forest District, they must not work unsupervised and they must take and pass a skills test to be permitted to work on FC land.

Training will also be undertaken during these days for identification of agents of damage, species identification, hints and tips on calibration, slope correction etc.

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:

Survey Co-ordinator FES
Forest Enterprise Scotland Head Office
1 Highlander Way
Inverness
IV2 7GB

julie.gardiner@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. **NB for this reason verbal queries will not be responded to and any requests for clarification or questions relating to the tender or the tender process should be submitted in writing/email.**

2.4 Return arrangements

Please return your completed tender as:

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

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

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

Mark your envelopes with the words '**Tender for** ITT SDA 580 FES 2015 - 2018 - **Not to be opened until** 13:00 hours on Thursday 16th July 2015

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

Send completed tender documents to the following address:

Julie Gardiner

Survey Co-ordinator FES

Forest Enterprise Scotland Head Office

1 Highlander Way

Inverness

IV2 7GB

3. Statement of Requirements

We intend to award a framework agreement for Stocking Density Assessments following the method set out below and as per FES guidance in the documents attached in Appendix 3

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:

Work will be awarded through direct award using your Framework Ranking. If we deem the job to be non-standard for reasons such as terrain/job requirements etc we will run a mini competition.

For direct call offs we will specify the required timescale for completion of the work and offer it to the highest scoring bidder first. If the highest scoring bidder cannot complete the work within the required timescale we will work down through the ranking until we find a contractor who is able to complete the work within the required timescale.

When the job/contract is non-standard or the site is deemed difficult we will run a mini competition between all bidders under the relevant Lot. We reserve the right to run a mini competition at our sole discretion during the framework period. For mini competitions we will provide a specification and scoring matrix and bids will be scored and ranked accordingly and the work will be offered to the highest scoring bidder

We intend inviting the top five scoring bidders onto each Lot but we reserve the right to vary this number at our sole discretion.

3.1 Materials and Equipment Required

- Hand held GPS (for use under canopy – GPSMAP 60CSx or similar with high sensitivity receiver)
- Compass.
- Logger's tape or Vertex or other accurate electronic measuring device for measuring distance.
- Ranging Pole, or other such Sturdy Pole, or Vertex
- Clinometer or Hypsometer (e.g. Vertex) for measuring slope.
- Canes for marking plot centres

- Completed Recording Sheet (see Appendix 2) and summary returns sheet for the coupe submitted in an electronic format as an excel spreadsheet
- Personal Protective Equipment and other health and safety and environmental requirements (e.g. first aid kit, pollution spillage kit as per Appendix 4). All personnel will be expected to comply with any changes to Health and Safety requirements as required by HSE.

FCS will provide:

All Necessary Maps and Background data as specified in the contract, e.g. as follows:

- Location maps covering all areas at 1:50,000 scale.
- Outline of restocked coupe on 1:10000 stock map. The stock map will include the OS Grid numbers and contours. The coupe map will also indicate the plot locations.
- Relevant information from coupe planning sheet.
- Electronic version of recording sheets
- Aerial Photo (if available) showing coupe/sub-compartment outline at suitable scale.
- Constraints and hazard map of known features
- GPS waypoint file of plot locations or list of grid references for plot locations (if coupes are pre-stratified).
- Other necessary data pertaining to the specifics of the contract.
- H&S guidance and gateway forms
- Spray paint and tape.

3.2 Essential Variables to be Measured, Calculated and Recorded: (see section 3.5 for what and how to record)

- Forest Details i.e. District, Block, Coupe Number, Compartment Number, Sub-compartment (provided by FC)
- Surveyors Name and Date of Survey
- Plot Location (may be pre-plotted by FC)
- Plot Size (5.64m with appropriate slope correction)
- Plot Number (if provided these should match with FC numbers)
- Planting Year (should be provided by FC)
- Species
- Number of Live Locations of each given species of sapling
- Number of Extra Trees

- Number of Plantable Gaps
- Number of Unplantable Gaps
- Number of saplings killed by browsing, fraying or weevils (dead as specified)
- Number of saplings damaged by browsing, fraying or weevils
- Number of saplings killed by factors other than browsing, fraying or weevils (dead other)
- The occurrence of (or future potential for) weed suppression by a named weed type
- The number of saplings affected by multiple leaders
- The average (modal average) height of the saplings in a plot
- Poor leader growth
- Poor needle size and colour
- General Comments on ground preparation, condition of trees, reasons for understocking etc..
- Net area (covered in the mapping Section 3.3)

3.3 Mapping

3.3.1 Methodology for Stratification

The coupe will have been pre-stratified to take account of variation in intended stocking density, long-term management regime, and species mixtures. However, once on site if there are mappable open areas which have not been mapped by the FD, or significant differences in management these areas should be mapped out by the surveyor and discussed with the relevant FD before undertaking the survey as this may affect number and location of plots.

Mappable open areas are defined as either at least 0.5ha in extent and/or at least 20m wide for linear features, or a minimum of 0.1 ha (but part of a multi-part polygon of at least 0.5ha) where there are changes of land use (e.g. pond) or planned open space (e.g. roads/rides), this should not be used for temporary quad bike tracks or small gaps in the mounding template.

The species may vary from the management prescription due to a number of factors e.g. choice of restock species altered by change in pest or environmental conditions, presence of natural regeneration, change/clarification of species mix since restock plan was devised. This would not in itself require remapping or movement of plot locations, the primary factor should be management intent for desired final establishment stocking density.

Any significant deviation between restock plan as per the maps provided and what is found on the ground should be discussed with the relevant Forest District before commencing/ continuing survey

3.3.2 Gross and Net Areas

It is very important that the area of open space is correctly identified. Areas that are mappable in the SCDB should be mapped and excluded from the survey area, these will then be an identifiable as a distinct sub-compartment. For inclusion in the SCDB mappable areas must be either at least 0.5ha in extent and/or at least 20m wide, or a minimum of 0.1 ha (but part of a multi-part polygon of at least 0.5ha) where there are changes of land use (e.g. pond, car park, building) or planned open space (e.g. roads/rides), this should not be used for thinning racks or small gaps in the canopy. Open areas that are not mappable within the SCDB but are planned open space and at least 0.1ha (but not part of a multi-part polygon totalling 0.5ha) must be accurately assessed, mapped if possible on the field maps during survey, but, as they will not be a separate sub-compartment in the SCDB this area must be deducted from the gross area to give an accurate net area for the_coupe/sub-compartment.

3.4 Timing of Surveys

Year 1 – Initial Surveys

The initial Year 1 surveys can be undertaken at any time between the 1st September and the 31st March in the first year of growth when the plants are dormant and preceding the second season of growth e.g. crop planted between any time between 1/9/15 and 31/3/16

Year 5 – Final Surveys

The final Year 5 surveys should be undertaken at the end of the 4th growing season, or if the plants have reached 1.5m at the end of the 3rd growing season thus for a crop planted between Nov 14 and March 15 this be surveyed anytime between 1/11/17 to 31/3/18 or 1/11/18 to 31/3/19

3.5 How to Record Essential variables

3.5.1 Forest Details – District, Block, Compartment, Sub-compartment, Coupe Number

All these details should be provided by the FC and the surveyor simply needs to ensure that they are completed on the submitted electronic forms.

3.5.2 Surveyors Name and Survey Date

The name of the actual surveyor and not the company name should be recorded.

The survey date will be the actual survey date for the plots as a sub-compartment/coupe may be surveyed over several days.

3.5.3 Plot Locations

The Forest District will have pre-plotted and mapped the survey areas and the surveyor should locate the plots as indicated.

The number of plots to measure for each sub-compartment / strata is dependent upon sub-compartment size, variability, whether commercial stocking density is sought and management intentions. Only crops indicated by each FD should be surveyed using the standard SDA survey method. The Forest District may require rapid survey of plots with significant and abundant established regeneration interspersed as patches in standard restock areas. Surveyors should provide a quote for +35 tree plots where no counts of live locations, plantable gaps, unplantable gaps are required due to the presence of extensive regeneration.

Plots should only be moved under the circumstances as stated in Section 10.1.5 of the OGB4 guidance provided in Appendix 3

All plots should be entirely within the sub-compartment and not on an external forest road or boundary. In the event that the plot is not entirely within the survey area it should be discarded and another one substituted mid way between two other plots.

Plot locations should be recorded on a GPS device in British National Grid as a 12 figure number (e.g. NN1234512345). Surveyors must provide GPS locations as a gpx file and the plot number must relate to that given on any accompanying maps either paper or electronic. Any moved plots should have the correct i.e. moved co-ordinates given in the gpx file.

3.5.4 Plot Size

Surveyors should always use a 0.01ha plot of 5.64m radius (excepting need for slope correction). This should be placed approximately in the middle of planting positions and **should not be placed on a mound**. Slope corrections may be required on slopes where the surveyor can not hold the loggers tape taut and horizontal, or use an electronic device to measure horizontal distance (e.g. vertex using the angle function or other electronic measuring device). If using a loggers tape it is important to

remember that slope corrections apply to the ground and the tape should be laid along the ground if necessary. Since the ground may be very uneven and vegetated it is always preferable to use a device to measure horizontal distance. Surveyors must calibrate their equipment on a daily basis to ensure that there is no distortion in the tape, or measuring device. It is not acceptable to use rope as this can distort and warp. Surveyors should take care to ensure that a loggers tape is held horizontal and not at an angle to the central pole as this will cause errors in locating the plot boundary.

If slope correction was required this should be indicated as Y (yes) in the slope correction field on the management recording sheet (Appendix 2).

3.5.5 Planting Year

This should be provided by the FC but if not look for information on planting bags or for conifers count the number of whorls of branches, and from this calculate planting year i.e. 5 whorls in 2014 would mean the planting year was probably 2000 as there would be 1 or 2 whorls when planting the crop. There is no need to distinguish between the main crop and beat up, this would be recorded as the first Pyear.

3.5.6 Species

All species should be correctly identified and recorded. However, for species which are genuinely difficult to distinguish such as European/Hybrid/Japanese Larch – default to species provided/ planting labels unless there is overwhelming evidence against it. With birch, oak and willow species, default to the generic birch, oak and willow, unless there is compelling evidence to the contrary. Species that are likely to be encountered and which must be identifiable by all surveyors are:

Conifers: sitka spruce, Norway spruce, Scots pine, Douglas fir, larch (European/Hybrid/Japanese), western hemlock, red cedar, lodgepole pine, noble/grand fir, Corsican pine, yew, juniper

Broadleaves: alder, **ash**, aspen, **beech**, **birch**, bird cherry, elm, gean, hawthorn, hazel, holly, lime, maples, **oak**, poplars, **rowan**, **sycamore**, **willows**

There are a number of guides available to assist with identification and training in identification of species will be offered prior to skills tests. Surveyors will be expected to be able to identify the broadleaved species marked in bold text above as these are likely to be encountered at many sites and can be used as “productive” species. Over the period of the contract surveyors will be expected to improve their identification skills and be able to identify all species listed in the Forestry Commission’s Sub Compartment Data Base.

Record up to nine individual species/components, as these are found on the site. The use of MB (mixed broadleaves) and MC (mixed conifers) are only acceptable as the ninth or if both are present eight/ninth component.

3.5.7 Number of Live Locations

A live location is a space (generally a mound) that is occupied by a tree which is more than 1.5m away from any other live location (base of stem to base of stem). There may be more than one tree occupying a radius of 1.5m from any other tree but for any 1.5m space only one live location can be recorded. Other trees closer than this are recorded as extra trees (see Section 3.5.8 below)

All species of tree can count as a live location and the count for each individual species should be recorded in a separate labelled column in the management sheet for each plot. However, where a 1.5m space is occupied by an indicated main crop or "acceptable" species and any other species the presumption will be to count the main/acceptable species as live rather than any other species.

The maximum number of live locations that can be recorded for any plot will be 4445 stems at 1.5m spacing with maximum number at 2m spacing being 2500 stems

The 1.5m measurement is a strictly enforced measurement and stems closer than this to each **never** count as more than one live location.

3.5.8 Number of Extra Trees

If there are trees closer than 1.5m to each other only one will count as a live location and the others will count as **extra trees**. It is **always important** to record extra trees as these will still have a bearing on timber quality and will be used in national reporting figures. All species of tree count as extra trees and it is never acceptable to ignore these trees or fail to record them accurately. Where it is possible to tell extra trees should be split between extra planted trees and extra regeneration trees. In the comments section a general indication of the breakdown between main crop trees, other conifer, or other broadleaves should be given. That is if the main crop is sitka spruce, give an indication of how many regen are SS, how many are other conifers and how many are broadleaves. If the main crop is say beech, give an indication of the number of extra beech, extra conifer species, and other extra broadleaves. Surveyors should also use the comments section to record if the extra trees are spread throughout the plot, or clustered in one area.

With regard to counts of extra trees the recording method should be to count up to 25 individual stems, then enter the following categories 26- 49, 50 – 99, and 100+. Where necessary count up to 25 planted and 25 regen trees, but there is no need to distinguish between main and other species when counting.

3.5.9 Plantable Gaps

Spaces at least 1.5m away from any other live location or gap should be counted as plantable gaps unless there is a physical impediment to it being planted (see unplantable gaps below). The number of plantable gaps should be counted for the plot and recorded on the sheet. Where the potential gap is on the edge of the plot but there is a sapling outside the plot within 1.5m of the "gap" the surveyors should:

Take account of saplings within 1.5m radius of plot edge and do not record as plantable gap.

By definition there should be no sapling of any species occupying this space otherwise the presence of the sapling would make it a live location.

3.5.10 Un-Plantable Gaps

Spaces at least 1.5m away from any other live location or gap where there is a practical impediment to planting a viable tree should be counted as an un-plantable gap. The impediment might be caused by a physical site condition such as rock, scree, bogs etc, it might be designed open space such as riparian zone, ride, open habitat, or it might be management reasons such as dense brash, drain, large root collar. The number of unplantable gaps should be counted for the plot and recorded on the sheet, with a comment made as to how many are physical obstruction, designed open, or management reasons. Where the potential gap is on the edge of the plot but there is a sapling outside the plot within 1.5m of the "gap" the surveyors should:

Take account of saplings within 1.5m radius of plot edge and do not record as plantable gap.

3.5.11 Browsing, Fraying and Weevil Deaths and Damage

Surveyors should be able to distinguish between death and damage caused to trees and keep separate counts for each. In addition they should be able to distinguish between the agents of death/damage as deer browsing, deer fraying, weevils and other browsing. Surveyors will be given training on distinguishing these agents and

types of damage (including deliberate human intervention e.g. cutting tops of larch) as part of the tender training and all surveyors must attend this.

Individual counts for deaths caused by deer browsing, deer fraying and weevil should be recorded in the appropriate columns on the recording sheet (Appendix 2). Deaths caused by other factors should be recorded in "Other Death" column on recording sheet (Appendix 2). Deaths attributable to browsing/fraying and weevils should not also be recorded as other deaths, i.e. these two counts are mutually exclusive.

3.5.12 Weed Suppression

Surveyors will be required to identify when specific categories of weeds (listed below) are either currently causing, or are very likely to cause damage to trees by suppressing their growth. Surveyors should firstly indicate whether or not weeds are an issue for the plot in the Weed Suppression Column (Y/N – yes/no), then if the response is yes select from drop down boxes on the form the primary cause of weed suppression, then any secondary cause or weed suppression, and finally if still other weeds are present (Y/N) as appropriate. Surveyors can note what other weeds are present in the comments section

Relevant Weeds Are:

Heather, Bramble, Thistles, Rosebay Willowherb, Nettles, Rushes, Bracken, Gorse, Broom, Rhododendron, Grass (split between broadleaved and fine leaved).

3.5.13 Multiple Leaders

Surveyors should record a count for the number of trees in live locations with more than one leader. One tree = one count regardless of the number of leaders it has.

3.5.14 Modal Average Height

Measure the height of a stem which appears to be the most common height in the plot. That is to say choose a random stem from the stems which are at a height of the majority of the crop and record this in metres (e.g. 50cm = 0.5) to the nearest

0.1m (10cm). If there is a large range in the heights of the crop then make a note of this and chose a middle sized tree to record.

3.5.15 Poor Leader Growth

Count and record the number of live locations within the plot, where leader increment in the growing season before assessment, is less than the mean increment achieved during the previous growing seasons.

3.5.16 Poor Needle Size and Colour

Count and record the number of live locations (evergreen conifers) within the plot where the current or previous season's needles are showing yellowing or a reduction in the average length of the needles achieved during the previous and current growing seasons.

3.5.17 General Comments

The comments box should be used to make notes on ground preparation, general condition of the trees, any reasons why the crop is understocked, presence of weeds not covered in the weed drop down boxes.

3.6 Quality Assurance Standards

Each FD will undertake a 10% check of the SDA plots. If these plots fail as per the specifications outlined below then the whole coupe will have failed and the contractor will be expected to repeat the survey for all affected areas, at their own cost.

All surveyors will be given the opportunity to present their point of view and to ask for a recheck by a third party (either the survey co-ordinator, TSU or

some other QA person (e.g. Colin Edwards). However, the arbitrator's decision is final.

3.6.1 Accuracy Expected for Plot Location and Plot Boundary

All plot centres must be marked with a cane, (or other semi-permanent and apparent marker approved by the Forest District). The mark should reflect the actual centre of the plot (which should **not** be on a mound) and not some estimation of such (i.e. it should be the point from which the surveyor based their plot assessments). All plots must have the GPS grid reference accurately recorded and the plot numbers must match that on the map and in the excel plot record sheet. Plot boundaries must be measured and marked accurately as this can significantly affect stocking counts.

The scores for plot marking and location will be amassed for each compartment/coupe i.e. if there are two or more plots that have not been marked in a compartment, or the plot boundary is wrong the compartment will fail, if two or more plots have a bias in location the compartment will fail. In the first instance surveyors will be asked to repeat the survey, however if there is consistent failure to accurately mark plots or bias there location will result in the surveyor being removed from the contract.

3.6.2 Accuracy Expected for Species Identification

Failure to accurately identify common species as listed in section 3.5.6 (broadleaves in bold text) will result in an automatic failure for each affected sub-compartment, and the surveyor will be expected to rectify their mistakes at their own expense. Over time the surveyors will be expected to be able to identify any species as listed in the FCs SCDB.

3.6.3 Mapping and Calculation of Net Open Area

Failure to adjust inaccurate compartment boundaries, sub-compartment boundaries (where clearly identified by the FD), and to map open areas as per open mapping specification in section 3.3.2 could significantly affects stocking calculations or plot locations. It is also very important to have an accurate record of net vs gross area. Thus failure to meet the standards specified could result in a failure of the affected sub-compartment and a requirement for the surveyor to resurvey.

3.6.4 Numbers of Live Stems

Where there are well distinguished mounds and planting spaces the surveyor will be expected to get the numbers of live locations 100% correct as per both their own markings and the recount by QA personnel. However, it is recognised that where there is significant regeneration or many variants on which stem to select at 1.5m distance from others this task is more difficult and all surveyors will be expected to agree with their own markings and be within 5% of the QA check. This equates to an average of 1.25 stems at full stocking of 25 stems per plot.

3.6.5 Number of Extra Stems

The surveyor will be expected to make a genuine attempt to count or categorise both planted and regenerated stems. The count should be within 5% of the QA check for counts or within the right category when appropriate.

It is never acceptable for a surveyor to ignore extra trees and consistent failure to do this will result in the surveyor being removed from the contract.

3.6.6 Plantable / unplantable gaps

The number of gaps (i.e. open spaces at least 1.5m from a live location) should be correct. The surveyor should make a genuine attempt to categorise gaps as either plantable or unplantable. Where there is a discrepancy between the surveyor's and QA personnel's interpretation of whether a gap is plantable or not this should be dealt with in the first instance through calibration. Continued failure to correctly ascribe whether a gap is plantable after such calibration events will be seen as a breach of contract.

3.6.7 Other Management Data

The surveyor must complete all assessments for each plot. Where there are inconsistencies between the surveyor and QA personnel in interpretation this will be dealt with in the first instance through calibration meeting/s. Failure to complete all assessments or to adhere to agreed interpretations and policy after calibration meetings will be seen as a breach of contract.

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.

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: If the question does not apply to you, please write N/A. If you do not know the answer please write N/K. If you're in any doubt please ask us about the specific question. There are some questions which if not answered could constitute a failure of the bid, but this is not the case for all sections. The scoring matrix sets out how bids will be scored.

4.2 Supporting documents

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

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

4.3 Costs

All costs associated with 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 Scottish Administrations, so some of these requirements are not UK-wide at this time.

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

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

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

4.6 Consortia arrangements

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

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

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

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

4.7 Sub-contractors

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

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

4.8 Tender validity

All details of the tender, including prices and rates, must be valid for 30 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 Scots 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 0.

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.

5.5 Standstill Period

We will apply a standstill period of 30 days minimum between the notification of intention to award, and the start of the framework agreement.

5.6 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.

5.7 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Form A – Organisation and Contact Details	Mandatory Question A19 – Pass/Fail	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies. You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.
A	Form B – Grounds for Mandatory Rejection	Pass/Fail	If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.
A	Form C – Grounds for Discretionary Rejection	Pass/Fail	If you answer 'Yes' to any questions relating to discretionary rejection you may fail this section, however we will look for information from you that clearly indicates that any past conduct or problem has been resolved and that steps have been taken to prevent its recurrence. If we are satisfied that this is the case you will pass this section.
B	Financial	Pass/Fail	You must be able to provide at least one of the items of financial evidence set out in section B. The key objective is for us to analyse your financial position and determine the level of risk that it would present to us – having regard to the requirement and value, criticality, and the nature of the market.
C	Health and Safety	Pass/Fail	You must provide the information we have requested in Section C.
D	Insurance Details	Pass/Fail	You must have the required levels of insurance as requested in section D. If you do not have these, you must confirm that you will get them, if successful, before the framework agreement start date. If you cannot confirm this, you will fail this section.
E1	Gateway Questions	Pass/Fail	A Pass will be awarded for the following response:

	E1a E1b		Yes Yes
E2	<u>Specific Questions</u> E2a E2b E2c	<u>Weight</u> 15% 10% 10%	<p>The following evaluation system will be applied:</p> <p>0 – No response or totally inadequate No response or an inadequate response.</p> <p>1 – Major Reservations/Constraints The response simply states that the supplier can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</p> <p>2 – Some Reservations/Constraints Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.</p>
E2	Skills Test	Pass/Fail	<p>Bidders and all field staff must attend the skills test and in order to achieve a PASS must meet the following minimum criteria:</p> <p>Capable of Map Reading and Accurate Navigational Skills</p> <p>Ability to accurately measure and record number of live locations, plantable gaps, unplantable gaps, extra trees.</p>

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			<p>Ability to correct for slope</p> <p>Ability to identify the species correctly</p>
F	Pricing Schedule	<p><u>Weight</u></p> <p>65%</p>	<p>Price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable.</p>
G	Terms and Conditions	Pass/Fail	<p>You must accept our terms and conditions. We will discuss any issues you highlight before any award.</p>
H	References	Pass/Fail	<p>You must provide references relevant to the subject of this 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.</p>
I	Declaration	Pass/Fail	<p>Signed declaration provided with no exceptions identified.</p>
J	Certificate of Bona Fide Tender	Pass/Fail	<p>Signed certificate provided with no exceptions identified.</p>

5.8 Your Response

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

Part A – Form A: Organisation and Contact Details

Part A – Form B: Grounds for Mandatory Rejection

Part A – Form C: Grounds for Discretionary Rejection

Part B – Financial

Part C – Health and Safety

Part D – Details of Insurance Policies

Part E1 – 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

5.9 Lots

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

Lot No:	Bid: Yes/No
1 – Cowal & Trossachs	
2 – Dumfries & Borders	
3 – Galloway	
4 – Inverness, Ross & Skye	
5 – Lochaber	
6 – Moray & Aberdeenshire	
7 – North Highland	
8 – Scottish Lowlands	
9 – Tay	
10 – West Argyll	

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.

Maximum Number of Lots:	
Lot No:	Lot Preferences
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	
7 -	
8 -	
9 -	
10 -	

Part A – Form A - Organisation and Contact Details

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

Weighting: Completion of this Section is mandatory			
Organisation Details			
	Question	Your Answer	
	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	No	Yes
		If you have answered "YES" please give details.	
A12	Consortia and sub-contracting	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	
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.			

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

Questions below for completion by Non UK Business Only

A18a	<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>	
A18b	<p>Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.</p>	

Tax Compliance			
A19	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:	No	Yes

<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 A19 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>		
<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 each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.

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

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

Convention on the protection of the financial interests of the European Union, within the meaning of:	
(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.	
(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	

<p>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</p>	

<p>(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 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.</p>	
<p>Are the following true of your organisation?</p>	
<p>(g) the bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.</p>	
<p>(h) The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.</p>	
<p>(i) The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC,</p>	

<p>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>(j) The bidding organisation confirm that this is a <i>bona fide</i> tender, intended to be competitive, and that they have not:-</p> <ul style="list-style-type: none"> a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respective of this tender; b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion. 	

Part A – Form C – Grounds for discretionary rejection

Important Notice

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

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

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

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

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

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

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

Part B – Financial

Economic and Financial Standing Regulation

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

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

Part C – Health and safety

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

General health and safety questions

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

Risk assessment and Method Statement

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

Competence and qualifications

6	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following?		
		Yes	No
	Emergency First aid at Work		
		Yes	No
7	Do the employees who will deliver the contract, if successful, receive relevant update training?		
8	Please provide details of the relevant update training that you provide to the employees who will deliver the contract. From your answer we will evaluate whether the level and frequency of training is appropriate.		

Accident records and reporting

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

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Working with sub-contractors

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

Part D – Details of insurance policies

Weighting: This is a Gateway Section (Pass/Fail)				
You must either confirm that you have these levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.				
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £2m per claim			
Professional Indemnity	Min £ 250k			
If you do not undertake to secure the stated levels of insurance, we will not consider your submission.				

Part E1 - Gateway Sections

E1a - Confirm all delivery team members attended a skills test and passed – **Yes/No**

E1b - Confirm you and your delivery team will attend the induction day at your expense – **Yes/No**

Part E2 – Specific Questions

	Question	Weight %
E2 a	<p>Identify the delivery team who will complete the contract.</p> <p>Your response should include reference to:</p> <ul style="list-style-type: none"> ➤ Their specific expertise in this area ➤ How they will differentiate between different types of damage to trees on the re-stock sites ➤ Their understanding and expertise in identifying the reasons for understocking on re-stock sites ➤ Relevant experience and any relevant training in OGB4/SDA training which could aid the delivery of this contract 	15%
	Question	Weight %
E2 b	<p>Demonstrate the process you would follow to ensure you meet our specification requirements when you receive a contract under this framework agreement.</p> <p>Your response should include reference to:</p> <ul style="list-style-type: none"> ➤ Who will manage the contract and why they have been chosen to manage the contract including their role and responsibilities for ensuring successful contract completion by the delivery team. ➤ Demonstration of how you will develop a specific site work plan to ensure timely and accurate completion of the contract specifications which can be found under Appendix 1. 	10%

	Question	Weight %
E2 c	<p>Demonstrate how you will ensure quality of outputs is maintained and delivered within the given timescale and who will be responsible for this.</p> <p>This should include the presentation of GPS data and clear maps.</p>	10%

Part F – Pricing schedule

		Weight %
F1	Please provide details of your pricing in the schedule provided	65%

Forest District	Price per plot (£/plot) 55% of Total Score	Price per rapid assessment 35+ plot 5% of Total Score	Hourly rate e.g. for re-mapping (£/hr) 5% of Total Score
1 – Cowal & Trossachs			
2 – Dumfries & Borders			
3 – Galloway			
4 – Inverness, Ross & Skye			
5 – Lochaber			
6 – Moray & Aberdeenshire			
7 – North Highland			
8 – Scottish Lowlands			
9 – Tay			
10 – West Argyll			

Please note:

You must provide prices for each district individually. If you wish to also offer an alternative bid (e.g. an offer is dependent on getting two or more FDs) 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 service contracts.

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.

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

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

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

Framework Agreement-Open ITT

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

Part I – Declaration

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

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

Name:

Date:

Signature:

Capacity or Title:

For and on behalf of:

Part J – Certificate of *bona fide* tendering

Weighting: You must complete this section.

Tender No: ITT SDA 580 FES 2015 - 2018

Due for Return by: 13:00 on Thurs 16th July 2015

Subject: SDA 580 FES 2015 - 2018

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: _____