

Yorkshire Forest District
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Ian Blair
Area Forester

27th March 2015

Dear Sirs

INVITATION TO TENDER (ITT) FOR FRAMEWORK AGREEMENT FOR TARIFFING AND SURVEYING

REF NO: YORKSHIRE FOREST DISTRICT TARIFF AND SURVEY 2015

You are invited to submit a tender for the supply of the above to the Forestry Commission.

Please send your completed tender and any enquires about this invitation to:

Ian Blair

Yorkshire Forest District
Outgang Road
Pickering
North Yorkshire
YO18 7EL

Tel: 03000 674 311

Email: ian.blair@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders as:

- two paper copies by post or hand delivered,

Please note we do not accept fax or email copies.

Please mark the envelope with the initials "ITT" for **TARIFFING AND SURVEYING REF NO: YORKSHIRE FOREST DISTRICT SURVEY 2015**

- Not to be opened until 1st May 2015 12:00

We must receive your completed tender by 1st May 2015 12:00 We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

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

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

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

You must follow these instructions:

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

- xiv. Your organisation will only be evaluated based on the information in your tender. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.
- xv. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary.

Yours faithfully

Ian Blair
Area Forester
Yorkshire Forest District

1. ITT Composition

This ITT comprises of the following documents:

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

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

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

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

2. ITT Timetable and Associated Stages

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

Stages	Dates
Bidder Briefing Day	N/A
Date(s) of site visits by bidders to FC site	N/A
Closing date and time for enquiries	24 th April 2015 12:00
Tender Return Date and Time	1 st May 2015 12:00
Expected Notification of Intent to Award	7 th May 2015
End of Standstill Period	22 nd May 2015
Expected Start Date	26 th May 2015

3. Statement of our Requirements

We will be awarding a contract for a comprehensive Tariffing and Forest Surveying service throughout Yorkshire Forest District.

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

The contract will be awarded on a 1 Year + 1 Year + 1 Year + 1 Year basis, with extensions being based on satisfactory completion of current year.

The total value of this contract over the entire period, including any extension options, will be in the region of £100,000.

Contract Description

We intend to award a framework agreement for the provision of a comprehensive tariffing and surveying service throughout Yorkshire Forest District.

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:

Call off orders will be placed at intervals throughout the agreement period, specifying the type of survey that is required.

Maps and information will be supplied at the time of the call off providing detailed information on the type of survey work required and the location.

We intend to award places on the framework to three contractors. Contractors will be scored and ranked according to their tender submission. Call off from the framework will be done in ranked order. Work will be offered to the first ranked contractor on the framework. If they are unable to complete this work in the required timeframe, the next ranked contractor will be offered this work and so on.

The majority of the work will be awarded in this way; however we reserve the right to hold mini-competitions for specific pieces of work. This work may include one off surveys for the Planning Department which can be measured and time bounded.

Please note that the FC is not bound to offer any work to framework contractors.

Background Information

The contract area is within Yorkshire Forest District area consisting of the North Riding Beat, York Beat and Cleveland Beat (see map at Appendix 1)

The estimated contract timber assessment volume for the tender period is 125000m³ over bark standing per year (500,000m³ over 4 years)

assessment work

The contract will be awarded on a 1 Year + 1 Year + 1 Year + 1 Year basis, with extensions being based on satisfactory completion of current year.

Specific Requirements

PART 1 Basal area survey, Top Height and Volume Plotting

It is essential that procedures and conventions outlined in Forest Mensuration, a Handbook for Practitioners, Forestry Commission (2006) are followed.

In particular, reference should be made to the following sections:

2.3 Plot sizes on p32

3.1 Diameter on pp 36 to 38

3.2 Basal area by relascope on pp 39 to 42

3.3 Top Height on pp 47 to 52

4.3 Abbreviated tariffing procedures on pp88 to 103

A. Survey basal area (BA) and top height (TH) to be measured and recorded on FC form provided (see Appendix 3).

1. Identify sample points

- A number of sample points should be selected, preferably systematically or with a point sampling grid on a map, throughout the area to be assessed.
- The following table gives an approximation of the number of plots required:

Area (ha)	Uniform stand	Variable stand
0.5 - 2	12	16
2 - 10	16	24
Over 10	20	32

Table 1: Number of sample points required for a basal area survey.

- Each point should be a minimum distance from the edge of the stand (see P40) and should be chosen to give equal weight to each component part of the stand. For example, where the stand is composed of row mixtures each part of the mix must be sampled.

2. Carry out relascope sweeps
 - A relascope sweep needs to be made at each point (p41).
 - There are two main types of relascope: a T-gauge and a glass or plastic prism. Either is acceptable but accuracy will require to be verified by FC.
 - Only trees of greater than 7cm diameter at breast height (dbh) are included in the count. Conventions for deciding which trees are 'in' and which are not must be followed (refer to pp 41 – 42).
 - Basal area per hectare is a product of the relascope factor and the number of trees counted. For example, where the factor is two and 18 trees are counted, the basal area is 36 m² per ha.
 - If the sampling point is on sloping ground then a correction factor should be applied (p 33).

- The basal area per hectare of the stand is the mean of the BA estimated at each sampling point.

3. Top height (TH) should be assessed as per instructions in the handbook. This will involve the use of vertex, hypsometer or clinometer to measure height to tip for conifers and timber height for broadleaf trees. The number of top height trees must be as per the following table:

Area (ha)	Uniform crop	Variable crop
0.5 - 2.0	6	8
2.0 - 10.0	8	12
Over 10	10	16

Table 3: Number of plots required to estimate top height and to sample stand dbh for volume estimate plotting (B6 plots).

- In practice, when assessing BA every second relascope point should be used as a sampling point for top height. The largest dbh tree within 5.6m distance from this point should be measured for top height. In practice this should be the tree that appears to be of largest dbh with six paces of the sample point.
- Stand top height is the arithmetic mean of the sample plots.
- The top height tree is to be marked as follows :-

DBH to be marked with tree marking paint around the full circumference of the tree, using a band not exceeding 2cm in width. The tree is then to have the initials TH plus the corresponding number (e.g. TH1) marked in tree marking paint above the dbh line

4. Survey stand features to allow net area calculation.

An assessment must be made of the stand or stands of trees for species components, open areas, and other constraining features. These should be recorded on 1: 10000 stock maps.

B. Volume Plotting (B6 plots) to be measured and recorded on FC form provided (see Appendix 4).

1. Identify plots

- Use the following to calculate how many sample points are required.

Area (ha)	Uniform crop	Variable crop
0.5 - 2.0	6	8
2.0 - 10.0	8	12
Over 10	10	16

- These should be systematically located throughout the stand to equally represent all parts of the stand and recorded on a map.
- Each point will form the centre of a sample plot, within which stand stocking, dbh and top height will be measured. The plots must be located to avoid edges of stands.
- Plot size should be selected to provide between 7 and 20 trees with dbh greater than 10cm of each species in the stand. With two species in a mixed stand, use a 0.02 ha plot. With three species in the mixture, use a 0.05 ha plot.
- For circular plots the following table indicates required plot radii. Square plots may be more appropriate in younger crops where the planting pattern dominates. Where a tree falls on the boundary of the plot, it is counted as measurable, if by subjective assessment, more than half of the width of the stem falls within the plot.

Area (ha)	Plot radius (m)
0.01	5.6
0.02	8
0.05	12.6

Table 4: Radius of circular plots in metres for B6 plot sizes.

- Once plot centres are selected, these and the plot perimeter must be marked with paint.

2. dbh and top height measurements

- The dbh of all trees of greater than 7cm must be recorded on plot sheets provided. The number of trees in each dbh class must be summed on the sheet.
- The dbh point should be marked on each tree measured using tree marking paint with a line, with a length of approximately $\frac{1}{4}$ of the circumference of the tree and not exceeding 2cm in width
- The tree of largest dbh in each plot must be measured for top height. The stand top height is the arithmetic mean of these height measures. This must be calculated and recorded on the sheet.
- The top height tree is to be marked as follows :-

DBH to be marked with tree marking paint around the full circumference of the tree, using a band not exceeding 2cm in width. The tree is then to have the initials TH plus the corresponding number (e.g. TH1) marked in tree marking paint above the dbh line.

3. Survey stand features to allow net area calculation.

An assessment must be made of the stand or stands of trees for species components, open areas, and other constraining features. These should be recorded on 1: 10000 stock maps

C. Volume plotting by Abbreviated tariffing to be measured and recorded on FC form provided (see Appendix 4).

When assessing a stand for volume by using plots (section B), on occasion there may be sections of the crop that are too small and plots cannot be used to provide an accurate assessment of volume.

For these scenarios, volume assessment will be by tree count and use of an appropriate girth sample fraction, using the procedures as specified in the Forest Mensuration, a handbook for practitioners, Forestry Commission (2006) on pp88 to 103.

Procedures for dbh measurement and Top height assessment are as specified in section B above (Volume plotting)

D. Diameter Assessment with the use of Electronic Calipers

During the contract period there will be a trail assessing volume measurement using electronic calipers. This will include use of the associated software for volume assessment. Calipers and software will be supplied by the FC on the basis of a subsequent agreement which will need to be signed by both parties.

Contractors may use their own callipers providing the software matches that currently being used by the Forestry Commission; Calliper Software – InventDCS.hex v1.31; Analysis Software – CDAP Version 2, Revision 2.40.

Completed work is to be submitted to the Forestry Commission in the form of a calliper data file (.dat); this will be via the return of the Forestry Commission callipers or via email to a named FC contact provided with work once downloaded from the contractors own callipers. Or by submission of a completed data file (.xfr) via email to a named FC contact provided with work.

A period of training and consolidation will be agreed followed by a negotiated rate per assessment plot.

This element will not form part of the price scoring process for the purpose of assessing this tender.

PART 2A Stocking density assessments – Year 5 Final Assessments

It is essential that procedures and conventions outlined in OGB 4 Plant Density: right first time, Forestry Commission (2011) are followed.

In particular, reference should be made to section 9 on fieldwork conventions. A copy of this section is provided (see Appendix 2)

Summary of field work process:

- FC to provide initial and final assessment forms.
- FC will provide plot centre locations, either on GPS or map format.
- Contractor must decide whether it is an acceptable plot. A plot should be moved where it falls on a main drain, unplanted ride or rocky area.
- Adjust size of plot on sloping ground where the slope is greater than 20 degrees. Below this slope use a circular plot of 0.01 ha (5.64m radius).
- Plot centres must be marked with a cane, and boundaries must be indicated with paint.
- During the assessment you will be recording three items: live locations, gaps and extra trees.
- A live location is a planting position filled by a live tree of an acceptable species that is likely to survive and is at least 1.5m from surrounding live locations.
- For initial assessments, use the comments section to record species percentages.
- For final assessments use a different column to record each one separately.
- A gap is a space where a tree has been missed or lost or where the spacing is considerably wider than that used for the rest of the crop.
- Gaps also refer to dead or dying trees - plants that are unlikely to survive.
- During the assessment you will record two kinds of gap: plantable gaps and unplantable gaps. The latter are where you could not physically plant e.g. brash, rock, drain etc.
- Extra trees are a count of all live trees that are not counted as live locations.
- This could be due to spacing (under 1.5m makes it extra) or the regeneration of an unacceptable species.
- The remarks columns must be filled in to record information such as significant weed growth, weevil damage, browsing, check and percentage of dead trees, where this is significant.

PART 2B Abbreviated plant stocking density assessment Year 1-4

Similar, but less intense survey to the OGB4 survey described above. Plot numbers will be reduced and allocated on a site by site basis. Plot centres and boundaries are not required to be permanently demarcated. The intention is to gain broad figures for allocation of plants for the district beating up program.

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. Evaluation Matrix

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

Section/ Module	Title	Weighting	Agreed Marking Criteria
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p> <p>Question 6.13 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy' and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p> <p>You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.</p>
7a1	<p><u>Specific Gateway Questions</u></p> <p>Please can you demonstrate evidence of you/your organisation's past experience in similar survey work that would support the</p>	Pass/Fail	This is Pass/Fail Gateway question. You must provide evidence of previous experience in similar survey work.

	quality of your proposal. Please provide at least one example relating to stand survey, tariffing or both as applicable.		
7b1	The successful contractor(s) may occasionally be asked to work to tight, time bounded and specific deadlines. What resources will you have available to enable you to meet a demanding deadline.	<u>Weight</u> 7b1 30%	The following evaluation system will be applied: 0 – No response or totally inadequate response No response or an inadequate response 1 – Major Reservations/Constraints The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this. 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. 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. 4 – Exceeds Requirements Bidder meets the required standard in all respects and exceeds some or all of the
7b2	There maybe a requirement to collect data via the use of diameter callipers. Using details of any past experience please provide your recommended method statement for using callipers for this contract.	7b2 10%	

			major requirements, which in turn leads to added value within the contract
8	Pricing Schedule	<u>Weight</u> 60%	<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. The tender will be evaluated by the total price of all of the elements you have listed. A price weighting will be as follows:-</p> <p>20% 1A Basal survey and Top Height assessment (price per plot). 20% 1B1 (0.01 B6 Plot). 5% 1B2 (0.02 B6 Plot). 5% 1B3 (0.05 B6 Plot). 5% 2A OGB4 Year 5 survey. 5% 2B OGB4 Year 1 survey</p>
9	Declaration	Pass/Fail	You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration.
Module B	References	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 solely be linked to the FC and that we may contact your referees without telling you again.</p>
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Pass/Fail	You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or

			present a high health & safety risk, you will fail this Module.
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5. Lots

Not Applicable

6. Organisation Details

Organisation Details			
	Question	Your Answer	
6.1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).		
6.2	Registered office address.		
	Main contact for this contract Name Address (if different from registered office) Email Phone Mobile		
6.3	Company or charity registration number.		
6.4	VAT Registration number.		
6.5	Type of organisation	i) a public limited company	
		ii) a limited company	

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

6.9	Consortia and sub-contracting	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	

If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider, solely, or with other providers) will be responsible for the elements of the requirement.

6.10	Does your organisation have a written Health and Safety Policy?	Yes	No	
	Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.			
6.11	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full.			
6.12	You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.			
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			
Products Liability	Min £ 5m per claim			
Professional Indemnity	Min £ 5m per claim			
Loss of or damage to Equipment, Plant and Materials: The FC being a government body does not carry insurance. Please give an undertaking that all equipment, plant and	Minimum amount of cover required is the replacement cost			

materials supplied will be insured to cover all eventualities for the period of the contract.				
Loss of or damage to the Works: The FC being a government body does not carry insurance. Please give an undertaking that all Works are insured for the period of the contract.	Minimum amount of cover required is the replacement cost			

Tax Compliance			
6.13	Have your organisation's tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation's tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of: <ul style="list-style-type: none"> a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or c) the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established? 	No	Yes
<p>If answering 'yes' to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p>			

- A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

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

7a. Specific Gateway Questions

7a1	Please can you demonstrate evidence of you/your organisation’s past experience in similar survey work that would support the quality of your proposal. Please provide at least one example relating to stand survey, tariffing or both as applicable.
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7a1	Answer:
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7b. Specific Award Questions

	Question	Weight %
7b1.	The successful contractor(s) may occasionally be asked to work to tight, time bounded and specific deadlines. What resources will you have available to enable you to meet a demanding deadline.	30%
<p>Answer:</p>		

7b2	There maybe a requirement to collect data via the use of diameter callipers. Using details of any past experience please provide your recommended method statement for using callipers for this contract.	10%
Answer:		

8. Pricing

	Please provide details of your pricing in the schedule provided.	60%
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Against each reference the weighting out of the 60% is outlined.

Ref and cost weighting	Description	Price (£)
1 A (20%)	Basal area Survey and Top ht assessment (Price per plot)	
1 B1 (20%)	Volume plotting – dbh measurement and Top ht assessment. Plot size = 0.01 ha plot (Price per plot)	
1 B2 (5%)	Volume plotting – dbh measurement and Top ht assessment. Plot size = 0.02 ha plot (Price per plot)	
1 B3 (5%)	Volume plotting – dbh measurement and Top ht assessment. Plot size = 0.05 ha plot (Price per plot)	
1C (This is for information purposes only and will not be evaluated)	Volume plotting by abbreviated tariffing, using tree count, girth sample fraction, dbh measurement and Top ht assessment (Price per hour)	
2A (5%)	OGB 4 Stocking density assessment Year 5 – (Price per plot)	
2B (5%)	Plant stocking density assessment Year 1-4 – (Price per plot)	

Module B – References

Please complete and return this form as part of your tender submission, in accordance with the instructions set out in the document 'Modular ITT Module A'.

Please note that this is a 'Pass/Fail' module and failure to provide adequate references will constitute a failing of your bid in full.

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 solely be linked to the FC and that we may contact your referees without telling you again.</p>
B1	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.	
Reference 2 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.	
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)		

Module D – Health & Safety

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

General health and safety questions

	Question	Yes	No
1	Does your organisation have a written Health and Safety Policy?		
	Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.		
2	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. From your answer we will decide whether the training is appropriate or required for this contract.		

3	<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; • use of supervisory visits; • use of FISA checklists; • processes you have to make sure staff are up to date on health and safety requirements; and • details of how you monitor this.
4	<p>Please provide details of any Improvement or Prohibition Notices or Prosecutions served by the Health and Safety Executive, and explain what improvements you have made to make sure they do not reoccur. Your responses should include evidence of lessons that you have learned and acted</p>

	on.
5	<p>Please provide details if your organisation has been prosecuted or issued with an Improvement Notice or Order by the Environment Agency, Scottish Environmental Protection Agency, National Rivers Authority, a Local Authority, or any other enforcement body responsible for protecting the environment (including a Planning Authority for a breach of Planning Control).</p> <p>Your responses should include evidence of lessons that you have learned and acted upon.</p>

Risk assessment

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

Health and safety advice

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

Competence and qualifications

10	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following? Add or delete as appropriate.
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		Yes	No
	First Aid		
	Give details		
	Electronic Callipers		
	Give details		
	Electronic Top Height Measurement		
	Give details		
		Yes	No
11	Do the employees who will deliver the contract, if successful, receive relevant update training?		

12	<p>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.</p>
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Accident records and reporting

13	<p>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.</p>
14	<p>How does your organisation ensure it reports under RIDDOR, where this is required? Your response should demonstrate recognition of RIDDOR reportable categories and timescales.</p>

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Working with sub-contractors

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

9. Declaration

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

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

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box

below (or a separate annex if you require more space) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

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

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

a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;

aa) conspiracy, within the meaning of section 1 or 1A of the Criminal Law Act 1977 or Article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b) corruption, within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;

c) the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

d) fraud, where the offence relates to fraud affecting the European communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

(i) the offence of cheating Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) order 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

- (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
- (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;
- (xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.
- (xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed

- by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)
- e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 - ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or
 - eb) an offence in connection with the proceed of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.
2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;
3. The bidder being a partnership constituted under Scots law has not granted a trust deed nor become otherwise apparently insolvent, nor is subject of a petition presented for sequestration of its estate.
4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state.
5. The bidding organisation has not been convicted of a criminal offence relating to the conduct of its business or profession.
6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.
7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established
8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.
9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).

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

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

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

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

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

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

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

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

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

submission, but you should provide details that will enable the Forestry Commission to decide whether to let you progress further in the process, should the reasoning be satisfactory when it applies to one of the discretionary exclusion conditions.

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

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of