

Invitation to Tender for

**Framework Agreement for: Tree Surgery
North England**

Framework No: 08/15

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 tree surgery in North England Forest District. The work will comprise of tree surgery, including deadwooding, crown lift, crown reduction, pollarding and sectional felling of identified trees plus some chipping of residues. There may also be a requirement for the felling and dismantling of individual or small groups of windblown trees. In addition the provision of a tree inspection report may also be required in certain instances.

There may also be occasions for the need to operate a Mobile Elevating Works Platform (MEWP's) with suitably qualified operators. The Forest District has a tree inspection programme from which trees requiring attention are identified and the contractor will be advised by the appropriate Beat Forester of the order of work.

Our intention is to award this framework agreement for a period of 4 years.

Break points are available within the framework agreement at the beginning of years 3 and 4 at which time we will decide on whether the framework agreement will continue.

The decision on whether to use the break points available will be at our discretion and we will base it on the following factors: Requirements of the Forest District, performance of the contractors and budgetary constraints.

The total value of this framework agreement over the entire period 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 |
|--|---------------------------------|
| Issue ITT Document | Friday 20 March 2015 |
| Closing date and time for enquiries | 16:00 Friday 1 May 2015 |
| Tender Return Date and Time | 12:00 Monday 11 May 2015 |
| Expected Notification of Intent to Award | Tuesday 19 May 2015 |
| End of Standstill Period | Thursday 4 June 2015 |
| Expected Start Date | Wednesday 5 June 2015 |

2.2 Clarification

2.2.1 Clarification

Once we have evaluated submissions, we may need further clarification and may ask for this additional information or a clarification meeting. The purpose is to further explore the information you have provided in your submission.

2.3 Enquiries

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

Marie Clay (FM Forester)
Forestry Commission
North England Forest District
Eals Burn
Bellingham, Hexham,
Northumberland, NE48 2HP

Email: marie.clay@forestry.gsi.gov.uk (Email address provided for enquiries only).

If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all potential tenderers, although your identity will remain confidential.

If you want to tender, and have not yet registered interest in the framework agreement, you must do so before the closing date for enquiries to make sure you are told about any questions and answers.

2.4 Return arrangements

Please return your completed tender as:

- two paper copies by post or hand delivered.
- 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 Tree Surgery North England 08/15 – Not to be opened until 12 Noon 11th May 2015**'.

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

Send completed tender documents to the following address:

Forestry Commission
North England Forest District
Eals Burn
Bellingham
Hexham
Northumberland
NE48 2HP

3 Statement of Requirements

We intend to award a framework agreement for tree surgery operations, including deadwooding, crown lift, crown reduction, pollarding and sectional felling of identified trees plus some chipping of residues. There may also be a requirement for the felling and dismantling of individual or small groups of windblown trees. In addition the provision of a tree inspection report may also be required in certain instances. There may also be occasions for the need to operate a Mobile Elevating Works Platform (MEWP's) with suitably qualified operators.

A more detailed specification of the work is given below.

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:

- For each of the lots detailed below and in appendix 2, we intend to include up to three contractors who will be ranked on the basis of their tender returns.
- When work in one of the lots is required, the contractor ranked in first place for that lot will be contacted by the Contract Manager and asked to agree to start work within 2 weeks. The contractor will be expected to provide the service in accordance with the prices, delivery times and specifications agreed under this framework.
- If the contractor ranked first for the lot is unable to undertake the work, the contractor ranked second for the lot will be contacted and asked to agree to start the work within 2 weeks.
- If the contractor ranked second for the lot is unable to undertake the work, the contractor ranked third for the lot will be contacted and asked to agree to start the work within 2 weeks.

However, the Forestry Commission gives no guarantee as to the volumes of work that will be offered under this framework as the Forestry Commission is not bound to offer any work under this framework.

As and when work is required throughout the agreement period, call off orders will be placed using the ranking method detailed above, specifying the work that is required. Maps and information will be supplied at the time of the call off providing detailed information and the location.

Our intention is to award this framework for a period of four years.

There will be an opportunity at the beginning of years three and four in the framework for prices to be reviewed and increased where there is evidence of cost increases to the contractor due to current economic conditions. **Any price increases will have to be agreed in writing with the Contract Manager.**

Break points are available within the framework at the beginning of years three and four at which time the Forestry Commission will decide on whether the framework will continue.

The total value of this framework over the entire period will be in the region of £500,000.

Framework Description

The District has a tree inspection programme from which trees requiring attention are identified and the contractor will be advised by the appropriate Beat Forester of the order of work – we would normally expect the contractor to be on site within two weeks of being notified but in the case of emergencies or dangerous occurrences we require contractors to be on site within three hours.

Location of operations: - All sites are located within North England Forest District.

North England Forest District is responsible for the management of the public forest estate from the Scottish border in the north to the Forest of Bowland in the south-west.

The tender is split into six lots each with an estimated value of £83,000.

- Kielder Main Block
- Rothbury
- Chopwell & Hamsterley
- Kershope & Spadeadam
- Bowland & Grizedale
- West Cumbria & Whinlatter (N Lakes)

You may tender for one lot, any combination of lots or all of the lots.

Specific Requirements

Contractors must hold the relevant NPTC certification for the work being carried out i.e. NPTC Units 0020-01 (0020-09), 0020-02, 0020-03, 0020-04, 0020-05, 0020-07, 0020-08 (0002-11), 0020-12, 0020-13, 0021-01 (0021-11), 0021-02, 0021-03, 0021-04 (0021-12), 0021-05, 0021-06, 0021-07 (0021-13), 0021-08, 0021-09,.

Appendices

Appendix 1- Lot location map

Appendix 2 – Lot Details Sheet

Appendix 3 - FC First Aid Policy

Appendix 4 - RIDDOR Requirements

Appendix 5 – Pre-Commencement User Guide

Appendix 6 – RAG Managing Contracts Guide

Appendix 7 – RAG Safety Breaches Quick Guide

Tree Surgery Specifications

Tree Identification

The site boundaries and individual trees to be worked upon will be identified to the contractor prior to any work commencing. The area and tree(s) will also be marked on a site map along with any constraints. Individual trees will be marked using hazard tape. The Forestry Works Manager will give a written instruction of the work required to be carried out to the contractor.

Traffic Management

When felling trees within two tree lengths of a public road, it is essential that a safe system of traffic management is used. The contractor will be expected to advise the Forestry Works Manager of their requirements so that these can be passed on to the Forestry Commission's traffic management contractor.

Tree Survey Report

The contractor will be required to visit individual or groups of trees on site, assess their condition and complete a written report which will list species, current condition and recommendations.

Deadwooding

All dead branches with a diameter greater than 5cm will be removed leaving a suitable healing collar close to the main stem. All branches will be removed in such a way as to prevent any tearing or splitting of the bark below the branch being removed. Larger branches will be removed in sections to prevent damage to the living crown.

Deadwooding may be required for the whole of a tree from ground level to the top of the crown; however it is more likely that only a portion of the crown will require this operation. The Forestry Works Manager at the pre-commencement meeting will give instruction as to the level of deadwooding required.

Crown Lift

This involves the removal of all branches from the lower part of the crown. The proportion of the crown to be removed may be up to half of the original crown; however it is more likely that only up to a quarter of the crown will be removed.

All branches will be removed leaving a suitable healing collar close to the main stem. All branches will be removed in such a way as to prevent any tearing or splitting of the bark below the branch being removed. Larger branches will be removed in sections to prevent damage to the living crown.

All branches are to be cut into suitable lengths so as not to damage surrounding trees, buildings or other structures. The size (and therefore weight) of these

sections should be limited so that damage to the ground underneath the tree is minimised.

Where larger branch sections must be cut, a mat of smaller branch wood must be placed where the branch is to fall to help cushion the fall. Alternatively the cut branch section can be lowered under control by rope.

Crown Reduction

This involves the removal of whole branches back to the main stem and/or pruning back of branches to live growing points throughout a proportion of the whole crown.

This operation will either be a proportional thinning out of the whole crown (up to 50% of the original crown volume), a reduction in the original crown extent from branch tips back towards the main stem (up to 50% of the original crown area) or a combination of both. The Forestry Works Manger at the pre-commencement meeting will give instruction as to the proportions for thinning and/or reduction.

All branches will be removed leaving a suitable healing collar close to the main stem. All branches will be removed in such a way as to prevent any tearing or splitting of the bark below the branch being removed. Larger branches will be removed in sections to prevent damage to the living crown.

Pruned branches must be cut back to live growing points on the stem.

All branches are to be cut into suitable lengths as not to damage surrounding trees, buildings or other structures. The size (and therefore weight) of these sections should be limited so that damage to the ground underneath the tree is minimised.

Where larger branch sections must be cut, a mat of smaller branch wood must be placed where the branch is to fall to help cushion the fall. Alternatively the cut branch section can be lowered under control by rope.

Pollarding

The removal of a proportion off or all branches within the original crown back to the main stem or stems at a set point in the crown.

Pollarding is only to be used on suitable tree species i.e. willow, lime, poplar, ash, maple, alder, oak, beech, sweet and horse chestnut. Pollarding should only be carried out in late winter or early spring.

All branches will be removed leaving a suitable healing collar adjacent to the pollarding cut. All branches will be removed in such a way as to prevent any tearing or splitting of the bark below the branch being removed. In previously pollarded trees the branches should be cut above the previously pollarding cut.

All branches are to be cut into suitable lengths as not to damage surrounding trees, buildings or other structures. The size (and therefore weight) of these sections should be limited so that damage to the ground underneath the tree is minimised.

Where larger branch sections must be cut, a mat of smaller branch wood must be placed where the branch is to fall to help cushion the fall. Alternatively the cut branch section can be lowered under control by rope.

Crown Dismantle & Fell

The crown is to be dismantled in sections by the removal of individual branches cut into suitable lengths as not to damage surrounding trees, buildings or other structures. The size (and therefore weight) of these sections should be limited so that damage to the ground underneath the tree is minimised.

Where larger branch sections must be cut, a mat of smaller branch wood must be placed where the branch is to fall to help cushion the fall. Alternatively the cut branch section can be lowered under control by rope.

Once the crown has been removed the main stem can be felled either as one single section or in several sections as site restrictions dictate. If the tree is located on sloping ground the main stem or stem sections must be felled so that the felled sections lie at 90° to the slope to prevent the stem section/s from rolling down the slope.

In some situations it may be desirable to leave all or part of the main stem standing to provide standing dead wood habitat. In these cases the tops of the main stem(s) are to left with a coronation cut to improve this habitat.

The tree stump(s) must be cut as low as possible to ground level.

Fell Windblown Trees

All individual windblown trees or groups of trees must be felled in accordance with FISA Guide 306, available at <http://ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>.

The tree stump(s) must be cut as low as possible to ground level.

Treatment and/or Removal of Arisings

Unless instructed otherwise by the Forestry Works Manager, all arisings produced on site by the contractor's operations will need to be chipped or removed from the site.

All branch wood less than 9cm in diameter is to be chipped. The resulting chipped material may be left on site if a suitable area for this can be identified. If no such area is available the chipped material must be moved to another nearby location on Forestry Commission land (or taken away by contractor if he/she so wishes).

All branch wood greater than 9cm in diameter is to be cut into suitable 1m to 2m lengths that permit single man handling. Where site conditions and constraints permit this branch wood will be left on site, however if this is not possible the contractor must remove the branch wood to another nearby location on Forestry Commission land.

Whole or sections of felled main stem will be left on site where possible. However, if site conditions or other constraints do not permit this the main stem will need to cut into suitable lengths to enable removal by machine.

Health & Safety

All operators must hold current NPTC certificates as required and set out in the FISA and AFAG safety guides, including aerial tree rescue.

Operators of the MEWP's must be trained and certificated in the use of operating the equipment.

NB All chainsaw operators must have relevant approved training and refresher training every five years, evidence of this will be sought prior to framework commencement. For further details please see <http://www.forestry.gov.uk/forestry/inf-d-8wpmrt>.

All work must adhere to BS3998 (2010) Tree Work – Recommendations (or equivalent technical standard).

Forestry Commission staff may on occasion ask for the contractor to produce evidence that these guidelines are being followed. This could include but is not limited to AFAG/FISA checklists.

Contractors will have to comply with any additional AFAG/FISA safety guides as detailed in the site safety rules document.

Safety Standards:

It is Forestry Commission policy that those wishing to work on our land will require evidence of appropriate First Aid Certification and provision of first aid kits for all their members of staff, including sub-contractors. Please refer to Appendix 3 FC First Aid Policy for full details.

Relevant FISA/AFAG Guides and Forestry Commission Safety Standards for operations under this framework are available to download from:

Relevant AFAG publications are available at:

<http://www.hse.gov.uk/treework/resources/publications.htm>

Relevant FISA guides are available at:

<http://www.ukfisa.com/>

FC Safety Standards are available at:

[http://www.forestry.gov.uk/pdf/SafeConductofFCContracts.pdf/\\$FILE/SafeConductofFCContracts.pdf](http://www.forestry.gov.uk/pdf/SafeConductofFCContracts.pdf/$FILE/SafeConductofFCContracts.pdf)

Relevant FISA and AFAG guides for this framework are

| | | |
|------------------------|---|--|
| FISA safety guides 301 | - | Using Petrol Driven Chainsaw |
| FISA safety guides 302 | - | Basic Chainsaw Felling and Manual Takedown |
| FISA safety guides 303 | - | Chainsaw Snedding |
| FISA safety guides 304 | - | Chainsaw Cross Cutting and Manual Stacking |
| FISA Safety guides 306 | - | Chainsaw Clearance of Windblow |
| FISA Safety guides 307 | - | Chainsaw Felling of Large Trees |
| AFAG safety guides 308 | - | Top Handled Chainsaws |
| FISA safety guides 310 | - | Use of Winches in Directional Felling & Takedown |
| AFAG safety guides 401 | - | Tree Climbing Operations |
| AFAG safety guides 402 | - | Aerial Tree Rescue |
| AFAG safety guide 403 | - | MEWPs for Tree Work |
| FISA safety guide 604 | - | Wood Chippers |
| FISA safety guides 802 | - | Emergency Planning |
| FISA safety guides 804 | - | Electricity at Work: Forestry |
| FISA safety guides 805 | - | Training and Certification |

Additional Health & Safety practices to be followed are:

- PUWER 98: How the regulations apply to agriculture and forestry, available at <http://www.trees.org.uk/aa/documents/arb-ac-help/ais27.pdf>
- LOLER: How the regulations apply to arboriculture, available at <http://www.trees.org.uk/aa/documents/arb-ac-help/ais30.pdf>
- Management of Health and Safety at Work Regulations 1999 (MHSWR)
- Work at Height Regulations (WAHR) 2005

The standards and conditions under which work under this framework must be completed include:-

Risk Assessment:

A site meeting must take place between the Contractor and the Forestry Commission Supervisor prior to work commencing. The risks associated with this operation will be identified and a written risk assessment agreed between the Forestry Commission

(the Landowner) and the commissioner of work (forestry works manager). Appropriate controls to minimise the identified risks will be recorded. The responsibilities of those on site associated with the operation will also be identified and recorded. NB, under the RAG System all certification and training records will have been obtained via gateway 1 and 2 prior to the site pre-commencement meeting. Please see the 'Pre-commencement Meeting Process Guide' which accompanies this tender as appendix 5.

A site specific risk assessment and site maps will be provided by the Forestry Commission. The Contractor must produce a job-specific risk assessment before commencement of each operation.

The contractor must ensure that a lone working agreement is in place for all staff, should lone working be required. (Copies of the Forestry Commission Policy regarding lone working are available on request from the Contract Manager)

Pollution:

A pollution control kit must be on site at all times. This should consist of absorbent sheets, pillows and a boom at a minimum. A Forestry Commission central stock of these items is kept available for emergencies. Used kit must be replaced. Any spillage with the potential to pollute MUST be notified to the Forest Works Manager or his agent as soon as practicable. Costs associated with control and/or removal of contamination will be charged to the contractor.

Excessive ground damage will be reinstated at the Contractor's sole expense.

The site must be kept clean and tidy and litter free. All litter must be collected and removed from site.

Site Plans

Site maps showing the operational area for each lot are included in the tender package as appendix 1. Further maps giving details of all hazards and constraints for each lot will be issued to each successful contractor prior to the commencement of the framework.

Forestry Commission Guidelines (UK Forestry Standard)

The Forestry Commission Guidelines; Forest and Soil Conservation, Forest Nature Conservation, Forests & Archaeology and Forest & Water Guidelines to be adhered to at all times. (Copies of the relevant guides are available on request from the Contract Manager)

Environmental Standards:

The Contractor shall at all times comply with all Forestry Commission Guidelines, Environmental Law and any other regulation affecting the conduct of the Contractor's business. In particular the Forest and Water Guidelines must be followed. These are available at <http://www.forestry.gov.uk/ukfs>. All watercourses will be identified on site maps.

Archaeological sites and conservation features will be marked on the site plan and will be cordoned off with tape. It is imperative that no operations take place within these

cordoned areas. The contractor will be held responsible if any damage occurs. Any additional finds (e.g. bird nests, animal burrowing, stone structures etc.) should be avoided, marked with tape and notified to the site supervisor as soon as practicable.

No damage is to come to any nesting bird or burrowing animal which is a European Protective Species (EPS). Please become familiar with the species that are protected and inform the FC manager of any sittings during operations. Particular regard is to be had to the sitting of Bats.

Quality Standards:

All work is to be completed to the satisfaction of the Beat Forester/Safety Officer or a member of staff appointed by them. The Commission reserves the right to withhold payment in respect of work which does not meet the required Standard.

The Forestry Commission expects a high standard of service and high level of Health, Safety and environmental controls throughout the life of the framework. Your performance in this respect will be actively monitored throughout the framework life.

In order to achieve this, the framework will be managed and monitored using the RAG System (Red – Amber – Green System). A guidance booklet for contractors including guidance on what constitutes a breach under the RAG system is attached to this tender form as appendix 6 & 7.

Please note: even if you have worked successfully for the Forestry Commission in the past, you may need to undertake additional training during this contract to meet the full specification.

The Forestry Commission requires all invoices to be submitted electronically, where possible, and to be able to pay the invoice by BACS transfer.

The Forestry Commission will pay each invoice you send to us within 30 days of the date of that invoice. Incorrect invoices must be rectified by the contractor and re-submitted within 5 days of notification.

Invoices should be submitted on a regular basis and on a mutually agreed timescale.

The Forestry Commission will hold regular contract reviews with the contractors and these will cover all aspects of the framework.

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

4 Guidance notes for completing the ITT

4.1 Completing the ITT

Please answer every question. If the question does not apply to you please write N/A. If you do not know the answer please write N/K.

Warning: Please note that if you answer N/A or N/K to any question, we may reject your submission in full and will not evaluate any further questions.

4.2 Supporting documents

To make the process straightforward, you do not need to provide supporting documents such as accounts, certificates, statements or policies with your tender 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 specific legal entity under Regulation 19 of The Public Contracts Regulations 2015.

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

4.7 Sub-contractors

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

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

4.8 Tender validity

All details of the tender, including prices and rates, must be valid for 90days from receipt of tender.

4.9 Language

The completed tender and all accompanying documents must be in English.

4.10 Applicable Law

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

4.11 Pricing

All prices will be in sterling and exclusive of VAT.

4.12 Additional costs

Once we have awarded the framework agreement, we will not pay any additional costs incurred which are not reflected in your tender submission.

4.13 Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
- accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

4.14 Inducements

Offering an inducement of any kind in relation to obtaining this or any other framework agreement with us will disqualify you from being considered and may constitute a criminal offence.

4.15 Contract management

If we award a framework agreement, you will have to co-operate in managing the framework agreement, and comply with the contract management requirements, as detailed in the Statement of Requirements at Section 3.

5 Evaluation

5.1 Evaluation

We will evaluate responses to the tender objectively using the evaluation matrix at Section 5.5.

5.2 Gateways

Some questions in the tender are known as gateways and are fundamental requirements of the framework agreement.

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

5.3 Specific questions

To make sure the relative importance of the questions is correctly reflected in the overall scores, we have applied a weighting system to each section of the tender.

The marks allocated for each question will be multiplied by the relevant weighting as shown for each section.

5.4 Award

Once we have carried out the evaluation and identified the successful tenderer(s), we will tell all tenderers in writing by post of our intention to award.

5.4.1 Standstill Period

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

5.4.2 Debriefing

We will give **all bidders** the opportunity of a debriefing. Please tell us in writing as soon as possible if you want a debriefing. We provide a formal debrief within 15 calendar days of receiving a request.

5.5 Evaluation matrix

| Section | Title | Weight | Agreed Marking Criteria |
|---------|--|---|---|
| A | Form A – Organisation and Contact Details | Mandatory Question 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. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this section. |
| 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. |

| | | | |
|-----------|---|---------------------------------------|--|
| <p>E1</p> | <p><u>Gateway Question</u></p> <p>Ability to respond to emergency work.</p> | <p><u>Weight</u></p> <p>Pass/Fail</p> | <p>This is a gateway question. You MUST pass this question or your bid will fail in its entirety and we will not evaluate your tender submission any further.</p> <p>To pass this section you must:</p> <ol style="list-style-type: none"> a. Indicate that you can meet the 3 hour emergency response time; & b. Provide evidence of the resource you have available to meet the 3 hour emergency response time |
| <p>E2</p> | <p><u>Award Questions</u></p> <p>Quality of Service</p> | <p><u>Weight</u></p> <p>30%</p> | <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> |

| | | | |
|---|---------------------------------|----------------------|--|
| F | Pricing Schedule | <u>Weight</u> 70% | <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> <p>NOTE: The price evaluation will be based on the rates provided for the first 3 areas of work with the following weightings –</p> <p>Man day rate – normal hours 50%</p> <p>Man day rate – emergency 10%</p> <p>Hourly rate tree inspection 10%</p> <p>Rates given for provision of banksman, chippers & MEWP's will be used for information only.</p> <p>Lots will not be split by operation, if a bidder does not enter a price for all operations within a lot this could lead to the bid for the whole lot being rejected.</p> |
| G | Terms and Conditions | Pass/Fail | You must accept our terms and conditions. We will discuss any issues you highlight before any award. |
| H | References | Pass/Fail | You must provide references relevant to the subject of this framework agreement. You should provide the number of references shown in Section H. We will consider accepting a lower number depending on how long you have been in business. When checking references, we will be looking to confirm that the framework agreement has been carried out on time, to budget and to specification. |
| I | Declaration | Pass/Fail | Signed declaration provided with no exceptions identified. |
| J | Certificate of Bona Fide Tender | Pass/Fail | Signed certificate provided with no exceptions identified. |

5.6 Your Response

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

Lots

Please see **Appendix 2 08/15 Tree Surgery North England Lot Details** provided.

Part A – Form A: Organisation and Contact Details

Part A – Form B: Grounds for Mandatory Rejection

Part A – Form C: Grounds for Discretionary Rejection

Part B – Financial

Part C – Health and Safety

Part D – Details of Insurance Policies

Part E – Specific Questions

Part F – Pricing Schedule

Part G – Terms and Conditions of Contract

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

Part I – Declaration

Part J – Certificate of Bona Fide Tender

5.7 Lots

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

| Lot No: | Bid: Yes/No |
|--|--------------------|
| 1 – Kielder Main Block | |
| 2 - Rothbury | |
| 3 – Chopwell & Hamsterley | |
| 4 – Kershope & Spadeadam | |
| 5 – Bowland & Grizedale | |
| 6 – West Cumbria & Whinlatter (N Lakes) | |

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 |
| | |
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| | |

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 | |

| Weighting: Completion of this Section is mandatory | | | |
|---|---|---|------------|
| Organisation Details | | | |
| | Question | Your Answer | |
| | of services and,or, delivery of goods similar to those required under this framework agreement? | | |
| A9 | Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc) | | |
| A10 | Length of time your business has been operating. | | |
| A11 | Please state whether there is any potential conflict of interest in relation to this framework agreement, for example if any of those involved with the framework agreement share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family | 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 | |
| <p>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.</p> | | | |

| 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 Annex XI of Directive 2014/24/EU) 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 | <p>Have your organisation’s tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation’s tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of:</p> <p>a) HMRC successfully challenging it under the</p> | No | Yes |
| | | | |

| | | | |
|--|---|--|--|
| | <p>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 GAAR, the “Halifax” abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p> | | | |
| <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: | |
| (a) 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: | |

| | |
|---|--|
| <p>(i) the offence of cheating the Her Majesty’s Revenue and Customs including (but not limited to) a “Revenue and Customs offence” in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995.</p> | |
| <p>(ii) the offence of conspiracy to defraud;</p> | |
| <p>(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</p> | |
| <p>(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</p> | |
| <p>(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</p> | |
| <p>(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</p> | |
| <p>(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p> | |
| <p>(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or</p> | |
| <p>(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;</p> | |
| <p>(x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or 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</p> | |

| | |
|---|--|
| <p>(2) of the Criminal Law (Consolidation) (Scotland) Act 1995.</p> | |
| <p>(xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;</p> | |
| <p>(xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.</p> | |
| <p>(xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.</p> | |
| <p>(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to</p> | |

| | |
|---|--|
| <p>article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties).”</p> | |
| <p>(e) money laundering within the meaning of section 340(11) of the proceeds of Crime Act 2002;</p> | |
| <p>(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or</p> | |
| <p>(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p> | |
| <p>(f) any other offence within the meaning of Article 57 of Directive 2014/24/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, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff</p> | |

| | |
|---|--|
| <p>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 regulation 57 of The Public Contracts Regulations 2015 or you fail to provide any such information requested by us.

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

| 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 for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver,</p> | |

| | |
|--|--|
| 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? | | |
| | 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 on.</p> |
| | |
| 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? | Qualification Provider | | |
|----|--|------------------------|----|--|
| | | Yes | No | |
| | First aid (At least 1 person with EFAW+F on site at all times. All operators to hold minimum FAW+F.) | | | |
| | Chainsaw qualifications as detailed in section 3 statement of requirements | | | |
| | Arboriculture or tree climbing qualifications as detailed in section 3 statement of requirements. | | | |
| | MEWP IPAF certification of training attended (or equivalent). | | | |

| | | | | |
|--|--|--|--|--|
| | Chippers LANTRA/NPTC certification of training attended (or equivalent). | | | |
|--|--|--|--|--|

| | | Yes | No |
|----|---|-----|----|
| 11 | Do the employees who will deliver the contract, if successful, receive relevant update training? | | |
| 12 | 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

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

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. |
| | |

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 £5m per claim | | | |
| Plant Insurance The FC being a government body does not carry insurance. Please give an undertaking that all plant supplied will be insured to cover all eventualities and that any additional premium is included in the rate supplied. | | | | |
| If you do not undertake to secure the stated levels of insurance, we will not consider your submission. | | | | |

Part E – Specific Questions

| | Question | Weight % |
|-----------|--|-----------------------|
| E1 | <p>Mandatory - This is a gateway question. You MUST pass this question or your bid will fail in its entirety and we will not evaluate your tender submission any further.</p> <p>Can you meet the 3 hour response time required for emergency work?</p> <p>Provide details of the resource you have available to meet this requirement. These details should be provided separately for each of the lots you have tendered for</p> <p>Answer:</p> | <p>Pass/ Fail</p> |

| | Question | Weight % |
|----|--|-----------------|
| E2 | <p>The Forestry Commission needs to be sure that we engage with contractors who will continuously provide the standard and quality of service we require. Tell us how you will monitor, evaluate and maintain quality of service through the duration of the framework.</p> <p>Answer:</p> | 30% |

Part F – Pricing schedule

NOTE: The price evaluation will be based on the rates provided for the first 3 areas of work with the following weightings –

Man day rate – normal hours 50%

Man day rate – emergency 10%

Hourly rate tree inspection 10%

Rates given for provision of banksman, chippers & MEWP’s will be used for information only.

| | | Weight % |
|-----------|--|-----------------|
| F1 | Please provide details of your pricing in the schedule provided | 70% |

| Ref | Description | Price (£) |
|------------|---|------------------|
| Lot 1 | <p>Pricing and Charges The price and unit of work:</p> <p>KIELDER MAIN BLOCK</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> <ul style="list-style-type: none"> - Daily rate for wheeled chipper. - Daily rate for tracked chipper. - Hourly rate for one banksman. - Hourly rate for a MEWP. | |

| | | |
|-------|--|--|
| | | |
| Lot 2 | <p>ROTHBURY</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> <ul style="list-style-type: none"> - Daily rate for wheeled chipper. - Daily rate for tracked chipper. - Hourly rate for one banksman. - Hourly rate for a MEWP. | |
| Lot 3 | <p>CHOPWELL & HAMSTERLEY</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> <ul style="list-style-type: none"> - Daily rate for wheeled chipper. - Daily rate for tracked chipper. - Hourly rate for one banksman. - Hourly rate for a MEWP. | |
| Lot 4 | <p>KERSHOPE & SPADEADAM</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. | |

| | | |
|-------|--|--|
| | <ul style="list-style-type: none"> - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> <ul style="list-style-type: none"> - Daily rate for wheeled chipper. - Daily rate for tracked chipper. - Hourly rate for one banksman. - Hourly rate for a MEWP. | |
| Lot 5 | <p>BOWLAND & GRIZEDALE</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> <ul style="list-style-type: none"> - Daily rate for wheeled chipper. - Daily rate for tracked chipper. - Hourly rate for one banksman. - Hourly rate for a MEWP. | |
| Lot 6 | <p>WEST CUMBRIA & WHINLATTER (N LAKES)</p> <ul style="list-style-type: none"> - Man day (8 hours net) rate – Monday to Friday between the hours of 08:00-17:00. - Man day (8 hours net) rate – Outside of Monday to Friday between the hours of 08:00-17:00 (EMERGENCY WORK). - Hourly rate for tree inspection. <p>FOR INFORMATION PURPOSES ONLY NOT TO BE EVALUATED</p> | |

| | | |
|--|---|--|
| | <ul style="list-style-type: none">- Daily rate for wheeled chipper.- Daily rate for tracked chipper.- Hourly rate for one banksman.- Hourly rate for a MEWP. | |
|--|---|--|

Please note:

You must provide prices for each Lot individually. If you wish to also offer an alternative bid (e.g. an offer is dependent on getting two or more Lots) you must make this clear on your price schedule.

Lots will not be split by operation, if a bidder does not enter a price for all operations within a lot this could lead to the bid for the whole lot being rejected.

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 Operational Services.

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

| | | 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. |
| H2 | 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. | |
| H3 | Reference 3 | |
| | Organisation name: | |
| | Customer contact, name, phone number and email | |
| | Contract Start date, contract completion date and contract value | |
| | Brief description of contract (max 150 words) including evidence as to your technical capability in this market. | |
| If you cannot provide at least one example, please briefly explain why (100 words max) | | |

Part I – Declaration

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

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

Name:

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: 08/15
Due for Return by: 11th May 2015
Subject: Tree Surgery North England

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: _____