

Invitation to Tender

For

Direct Production Harvesting
contracts

Within

Forestry Commission

Yorkshire Forest District

England

Contract Reference: DP 2015 YFD

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 contract

We intend to award service contracts for Harvesting and extraction to roadside operations on Clearfell and Thinning sites within Yorkshire Forest District a percentage of which may be steep ground working. The contracts awarded consist of 2 lots, DP1 and DP2.

Our intention is to award this contract for a five year period with break points after 1st April 2018 and 1st April 2019. At this stage the contract will be re-evaluated regarding budget availability, timber availability, contractor performance and price.

Estimated Contract volume for Lot 1 DP1 is 20,000m³ per year (100,000m³ over 5 years)

Estimated Contract Volume for Lot 2 DP2 is 10,000m³ per year (50,000m³ over 5 years).

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The total value of the entire contract, including any extension options, will be in the region of £1.65-1.8 million

Lot 1 DP1 is in region of £1.1-£1.2 million

Lot 2 DP2 is in region of £550,000 to £600,000

For further details please refer to the statement of requirements in Section 3.

Please note the appendices need to be downloaded from the FC England tender webpage.

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	1 st December 2014
Date(s) of site visits by bidders to FC site	2 nd -16 th December 2014
Closing date and time for enquiries	16 th January, 2015 1200hrs
Tender Return Date and Time	23 rd January 2015 1300hrs
Expected Notification of Intent to Award	30 th January 2015
End of Standstill Period	20 th February 2015
Expected Start Date	1 st April 2015

2.2 Clarification, site visits

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 explore further the information you have provided in your submission.

2.2.2 Site Visits

Before the return date, tenderers may need to have a site visit so that they can complete their submission. Site visits will take place on the date(s) specified in the timetable at Section 2.1 above and tenderers should contact the person named at 2.3 below to arrange this.

Location, constraints and operations maps will be available from the Yorkshire Forest District Office (See address below) prior to site visits taking place.

2.3 Enquiries

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

Forestry Commission, Yorkshire Forest District, Outgang Road, Pickering, North Yorkshire. YO18 7EL. Tel: 01751472771

Specific site enquires at above address to contacts below.

DP1

Sites 1:1 to 1:4

Contact M.Weston mark.weston@forestry.gsi.gov.uk mob.07884475227

Sites 1:5 to 1:6

Contact I.Blair ian.blair@forestry.gsi.gov.uk mob.07771812161

Sites 1:7 to 1:9

Contact N.Short nick.short@forestry.gsi.gov.uk mob.07884475291

DP2

Contact M.Weston mark.weston@forestry.gsi.gov.uk mob 07884475227

General enquires for the contract can be made to:

Jon Bates operations manager (at above address).

Email Jon.bates@forestry.gsi.gov.uk

Mob.07768988212

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 contract, 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 Harvesting 2015 Direct Production**'

Not to be opened until 23rd January 2015 1300hrs'.

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

Send completed tender documents to the following address:

Forestry Commission,
Yorkshire Forest District,
Outgang Road, Pickering,
North Yorkshire
YO18 7EL

3 Statement of Requirements

3.1

We intend to award a contract for Harvesting and extraction to roadside operations on Clearfell and Thinning sites within Yorkshire Forest District a percentage of which may be steep ground working. The contracts awarded consist of 2 lots DP1 and DP2

Estimated Contract volume for Lot 1 DP1 is 20,000m³ per year (100,000m³ over 5 years)

Estimated Contract Volume for Lot 2 DP2 is 10,000m³ per year (50,000m³ over 5 years).

Quantities provided for individual sites are estimates only and not guaranteed. Sites may be subject to change due to operational constraints.

Lot 1 DP1- This is a contract for the whole FD comprising both Clearfell and thinnings

Year 1: (Location constraints and operations maps – contact YFD office prior to site visit)

Contract	Area/site	Area name	Timing Window	Volume (m ³)	Tonnes	Thinning	Comments
Lot 1 Year 1						Clearfell T/CF	
DP1							
	1.1	Langdale Fylingdales	November To March	950	792	CF	Short Extraction-Windblow
	1.2	Dalby Hawdale/Sutherbruff	September To March	1,000	833	T	Mainly Select Beech Thinnings
	1.3	Dalby Wetmoor Dyke	April to June and September to March.	4,638	3,865	T	Predominantly Select thin to given Basal area. Some line thin 1:6. Numerous Monuments and cycle trails.
	1.4	Langdale Howl Moor/Airstrip	April-March	3,658	3,048	T	Select thin to given Basal Area. Line Thin 1:6 where non previous.
	1.5	Guisborough Reeds Wood	June-Sept	1,893	1,577	CF	Skyline. Long uphill extraction
	1.6	Ingleby Otter Hill	June-sept	1,652	1,376	CF	Hand fell to machine. Long extraction
	1.7	Hagg Wood Scoreby	May - October	1,621	1,350	T	Selective thinning to Basal Area species
	1.8	Kilburn Scotch Corner	May - October	1,995	1,662	CF	Clearfell and thin with some winch/hand felling required
	1.9	Oldstead East	May - October	2,653	2,210	CF	CF and thin with some winch/hand felling required
				20,060m3	16,717T		

Years 2-5 will also comprise of both clearfell and thinning sites spread across the District

Lot 2 DP2 - This is a contract for the whole FD comprising both Clearfell and thinnings.

Year 1: (Location constraints and operations maps contact YFD office prior to site visit)

Contract Lot 2 (DP2) Year 1	Area/site	Area name	Timing Window	Volume (m ³)	Tonnes	Thinning/Clearfell T/CF	Comments
	2.1	Dalby Jingleby	April- June 10th September to March	3,152	2,626	T	Line Thin 1:6 then select to given Basal Area High Public Access
	2.2	Dalby Pexton	September to End November	2,500	2,083	CF/T	Adjacent to Forest Drive. Banksmen required for some of this working. High Public access.
	2.3	Cropton Dogshot	November To March	3,400	2,833	CF/T	3000m3 CF 400m3 Thinning Thinning can be carried out from September
	2.4	Cropton Sutherland	July-March	1,200	1,000	CF/T	Powerline Wet Ground
				10,252m3	8,543T		

Years 2-5 will also comprise of both clearfell and thinning sites spread across the District

Specific Requirements

The requirements below are in addition to the terms as laid down in the contract for the supply of harvesting services, an example copy of which is attached in appendix 1 (example shown for DP1).

The FC is keen to ensure that all contractors meet the necessary quality and competency requirements throughout the contract period. This may mean contractors need to undertake further training to ensure these standards are met

All services provided must comply with the UKWAS standards <http://ukwas.org.uk/wp-content/uploads/2012/05/UKWAS-Third-Edition-version-3.1-20122.pdf>, FISA guides <http://www.ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>, FC Safety Standards and all other relevant environmental and health & safety legislation. These can be provided by request. The FC will provide an outline risk assessment and site safety rules for each work site. See examples in appendix 4 and 5. The contractor is responsible for providing the following documents prior to starting work:

- Task based risk assessments
- CoSHH risk assessments
- Lone working procedure
- Emergency schedule and procedure

A new pre-start 'gateway' process will be in place by April 2015. The on site pre-start meeting will not take place until all of the above documentation and certificates applicable to the work have been exchanged.

Regular site meetings, periodic progress reviews and a formal annual review will be the basis of managing the contract although additional meetings can be requested by either party at any time within a reasonable time period.

The successful bidders must have the relevant qualifications (Part C, Health and Safety, question 10, Competence and Qualifications).

They must then maintain the status of qualifications throughout the contract through additional/refresher training (Part C, Health and Safety, questions 11 and 12, Update Training).

The contractor will also be expected to have had electrical awareness training as some sites will have power lines on or adjacent to them.

Yorkshire Forest District has a wealth of conservation and heritage features and the successful bidder is expected to observe all timings and risk zones in order to preserve these features.

The successful bidder is expected to maintain a continuous supply of timber.

They are expected to follow all relevant health and safety legislation and guidance around the worksite.

All fuel/chemical to be stored in bunded tanks or bowsers.

All chain oil to be biodegradable.

Anti-pollution equipment to be available on site at all times.

It is the responsibility of the contractor to remove from FC land, and dispose of correctly, any rubbish generated during works

Harvest & Extract

- All trees to be felled as close to ground as practicable and to the satisfaction of the FC contract manager. No snags will be left and tears up the stem will not be tolerated.
- Urea (where used) will be supplied by the FC and is to be collected by the contractor (in the contractors own banded containers) from the FC supply depot in Dalby with prior arrangement.
- Snedding quality will be such that branches are removed flush to the stem. Crosscutting will be at right angles to the stem with tolerances of +/- 5 cm for product length and +/- 1 cm for product top diameter.
- It is envisaged a high percentage of extraction can be carried out by forwarder however there will be a requirement on some sites to winch/highlead/skyline steep areas. Prospective bidders should ensure they have the appropriate machinery for the work required and discuss if necessary extraction issues during pre-tender site visits. If ground conditions deteriorate due to adverse weather conditions etc during the operations it may be necessary to suspend extraction until conditions improve.

Thinning

- Appropriate machinery must be used for the site and thinning requirement.
- Each site will be given the thinning regime required, line and matrix intensities.
- The contractor will be expected to be able to monitor and adjust thinning intensity to a given Basal Area. This will be checked regularly by the FC supervisor and will be one of the main Thinning Control measures.

Products

- A range of products will be cut; these will include Short logs, Green and Red logs, Pallet, fencing, Chipwood and firewood material. Flexibility in changing the product specification is a pre-requisite of the contract.(An example product spec is shown in appendix 2)
- Products will be stacked separately (species separation may also be required) at roadside in an appropriate manner ready for despatch

Some coupes may have areas of either individual or groups of windblow. These areas will be harvested under the contract and timber recovery maximised.

Production Levels

- Levels of production throughout the contract are required to be consistent and pro-rata.

Site Management

- The Contractor will be responsible for ensuring that the site is run in a professional manner, taking into account all relevant legislation and conforming to FC instructions and standards.

Bio-Oil must be used in chainsaws and on Harvesters for chain lubrication

3.2 Pricing Schedule

The FC will operate 'open book' pricing for this contract(s). The contract is being tendered on a price per tonne basis as weighed by the timber customer when despatched from roadside.

The pricing schedule is shown in Part F - a separate price is required for each individual site is required to be submitted.

The rates you should set out in your tender are for Year 1 (April 2015 to March 2016) of the contract. The price will be for the felling and extraction to roadside of the products as listed in the statement of requirements on a price per tonne basis.

Additionally to this you will be expected to supply the FC with a day rate for:

- Harvester hourly rate (including cost of operator).
- Forwarder hourly rate (including cost of operator).
- Winch hourly rate (including cost of operator).
- Chainsaw day rate

Rates for subsequent years will be negotiated annually to allow for fluctuations in the cost of consumables (e.g. fuel) and any significant changes to the style of work (e.g. tree size, or silvicultural prescriptions). It will be expected that the price will not vary by more than 5% from the tendered rates year on year and that prices could go down as well as up. We expect contractors to participate fully and openly in the pricing process and negotiations.

To assist with this, please ensure you complete the Open Book Pricing table in Part F of this ITT document.

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 bid 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 taking part in this process remain your responsibility. We will not return any part of your completed tender to you.

4.4 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the selection and evaluation process at any stage.

4.5 Confidentiality

You must treat all information we supply to you in confidence and do not disclose it to third parties, unless you need to obtain sureties or quotations for submitting your response.

The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes

commitments about public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, the Government has made the following commitments for procurement and contracting, note procurement is devolved to the Welsh and Scottish Administrations, so some of these requirements are not UK-wide at this time.

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

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

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

4.6 Consortia arrangements

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

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

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

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

4.7 Sub-contractors

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

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

4.8 Tender validity

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

4.9 Language

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

4.10 Applicable Law

Any contract 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 contract, 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 contract with us will disqualify you from being considered and may constitute a criminal offence.

4.15 Contract management

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

If you do not answer these questions appropriately, we may reject your submission in full and will not evaluate any more 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 calendar days minimum between the notification of intention to award, and the start of the contract.

5.4.2 Debriefing

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

5.5 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Form A – Organisation and Contact Details	Mandatory Question A20 – Pass/Fail	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies. You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.
A	Form B – Grounds for Mandatory Rejection	Pass/Fail	If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.
A	Form C – Grounds for Discretionary Rejection	Pass/Fail	If you answer 'Yes' to any questions relating to discretionary rejection you may fail this section. However we will look for information from you that clearly indicates that any past conduct or problem has been resolved and that steps have been taken to prevent its recurrence. If we are satisfied that this is the case, you will pass this section.
B	Financial	Pass/Fail	You must be able to provide at least one of the items of financial evidence set out in section B. The key objective is for us to analyse your financial position and determine the level of risk that it would present to us – having regard to the requirement and value, criticality, and the nature of the market.
C	Health and Safety	Pass/Fail	You must provide the information we have requested in Section C.
D	Insurance Details	Pass/Fail	You must have the required levels of insurance as requested in section D. If you do not have these, you must confirm that you will get them, if successful, before the contract start date. If you cannot confirm this, you will fail this section.
E E1	Resources	20%	The following evaluation system will be applied: 0 – No response or totally inadequate

<p>E2 E3</p>	<p>Commitment People and the environment</p>	<p>10% 5%</p>	<p>No response or an inadequate response.</p> <p>1 – Major Reservations/Constraints</p> <p>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</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.</p>
<p>F1</p>	<p>Pricing Schedule</p>	<p><u>Weight</u> 65%</p>	<p>Price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable."</p>
<p>G</p>	<p>Terms & Conditions</p>	<p>Pass/Fail</p>	<p>You must accept our terms and conditions. We will discuss any issues you highlight before any award.</p>
<p>H</p>	<p>References</p>	<p>Pass/Fail</p>	<p>You must provide references relevant to the subject of this contract. You should provide the</p>

			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 contract 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 0.

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 & 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

Please indicate which lots you are interested in bidding for:

Lot No:	Bid: Yes/No
Lot 1: 20,060m ³ OBS	
Lot 2: 10,252m ³ OBS	

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

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 contract?		
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 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.	
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

A18	<p>Registration with professional body.</p> <p>Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state</p>	
A19	<p>Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.</p>	

Tax Compliance			
<p>A20 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> <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 A20 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>			

Part A – Form B – Grounds for mandatory rejection

Important Notice:

In some circumstances we are required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.

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

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

(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(d) fraud, where the offence relates to fraud affecting the European Communities' financial interests of the European Communities as defined by Article 1 of the Convention on the protection of the financial interests of the European Union, within the meaning of:	
(i) the offence of cheating the Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995.	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as	

<p>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.</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</p>	

<p>contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.</p>	
<p>(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)."</p>	
<p>(e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;</p>	
<p>(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or</p>	
<p>(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p>	
<p>(f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.</p>	
<p>Are the following true of your organisation?</p>	
<p>(g) the bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.</p>	
<p>(h) The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the</p>	

<p>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 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.	
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Part A – Form C – Grounds for discretionary rejection

Important Notice

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

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

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

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

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

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

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

Part B – Financial

Economic and Financial Standing Regulation

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

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

Part C – Health and safety

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

General health and safety questions

	Question	Yes	No
1	Does your organisation have a written Health and Safety Policy?		
	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	Please provide details of how you manage health and safety at work. Your responses should include: <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

<p>6</p>	<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>
<p>7</p>	<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
	Emergency First aid at work plus F (EFAW+F)		
Please provide details			

		Yes	No	
	Chainsaws (list of NPTC certificates plus evidence of FISA approved refresher training within the last 5 years)			
Please provide details				
	Forestry machines (list of FMOCS units held for all operators)			
Please provide details				
	Full valid driving licence for the category of vehicle operated			
Please provide details				

		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.
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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.
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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>Provide details of the machinery and suitably qualified personnel you will allocate to the contract.</p> <p>Include information about the age of the machinery and specify what machinery replacement plans you will have in place to ensure the requirements of the contract are met</p>	20%
	Question	Weight %
E2	We currently supply a number of Long Term Contracts (LTC's) allowing	

	<p>stakeholders to invest in the industry. Placing timber at roadside on a regular and consistent basis is vital to business:</p> <ul style="list-style-type: none">• What plans do you have to ensure continuity of service throughout the duration of the contract;• what are your past and your planned future investments to support this; and• how will you organize and plan work effectively in order to deliver an even production programme throughout the year?	10%
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	Question	Weight %
E3	<p>The safety of people and the environment (both natural and historic) is very important to us. How will you deal with members of the public and other stakeholders you will encounter on operational sites? Please include details of your environmental protection policies in your answer.</p>	<p>5%</p>

Part F – Pricing schedule

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

Please fill in the table(s) below

Ref	Description	Price (£/t)
LOT 1	A price to fell and extract to roadside is required for:	Price per tonne felled and extracted to Roadside
Lot 1 Dp1		£/t
1.1	Langdale Fylingdales	
1.2	Dalby Hawdale/Sutherbruff	
1.3	Dalby Wetmoor Dyke	
1.4	Landale Howl Moor/Airstrip	
1.5	Guisborough Reeds Wood	
1.6	Ingleby Otter Hill	
1.7	Hagg Wood Scoreby	
1.8	Kilburn Scotch Corner	
1.9	Oldstead East	

Ref	Description	Price (£/t)
LOT 2	A price to fell and extract to roadside is required for:	Price per tonne felled and extracted to Roadside
Lot 2 Dp2		£/t
2.1	Dalby Jingleby	
2.2	Dalby Pexton	
2.3	Cropton Dogshot	
2.4	Cropton Sutherland	

Please note:

You must provide prices for each Lot individually on a site by site basis. 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

If you bid for more Lots than you wish to be awarded you must clearly state the maximum number of Lots you wish to be considered for by giving an indication of your preferred Lots at 5.7 above. However, the final selection of Lots will be at the Forestry Commission's discretion.

Ref	Description	
	From time to time we may also require work to be undertaken on an hourly or day rate.	Price per hr (Including operator costs)
	Harvester hourly rate	
	Forwarder hourly rate	
	Winch hourly rate	
	Chainsaw day rate	

The Categories within the table above will not be used for scoring purposes but will form part of the contract.

Open Book Pricing

Please complete the following table. If you are successful in winning this work these details will be used to assist with the annual price negotiations. See section 3.4 for details.

Description	Price (%) Harvester	Price (%) Forwarder	Price (%) Winch
1) Equipment Finance Cost			
2) Operator Wages			
3) Repairs and Maintenance			
4) Machine Fuel			
5) Insurance (Please specify type) i ii iii			
6) Profit			
7) Other (Please specify) i ii iii			
TOTAL (Must be 100%):			
8) Baseline Fuel price (pence/litre).			
9) Annual production target. (m3 per machine per year)			

Guidance to fill in the above table can be seen below:

Item	Notes on Completion
1.	Please show here the cost to your business of the equipment expressed as a % of the total cost. e.g. annual depreciation cost (if you own the equipment) or finance, lease charges, if you are purchasing the equipment. Do not include any running costs. (See below).
2.	Please show here the cost to your business of your operators in terms of wages expressed as a % of the total cost; this should include direct costs e.g. payments for haulage and any indirect costs (as appropriate) e.g. holiday pay.
3.	Please detail the cost to your business in terms of parts & labour of repairing and maintaining the equipment. N.B. Do not include any operator maintenance charges that you may have already included in (2) above.
4	Please show the cost to your business of Machine Fuel expressed as a % of the total cost, excluding oil and lubrication, which should be included in (3) above.
5	Please show the cost to your business of insurance, by each insurance type a, expressed as a % of total costs.
6.	Please show the target profit expressed as a % of total costs.
7.	Use this space to specify any other significant cost elements pertinent to the job.
8.	<p>FUEL - The tenderer must specify both a baseline fuel price and the fuel cost as a % of the whole job price per tonne. The baseline fuel price will be that which is submitted by the contractor as documentary evidence of the fuel price in his area at the contract start date.</p> <p>The fuel component of the unit price for the first 12 months will be fixed (i.e. as tendered) but thereafter may be adjusted on the basis of changes in fuel prices as follows:</p> <p>The baseline price of gas oil will be recorded on the first day of the contract and then quarterly throughout the contract year.</p> <p>It will be the daily fuel price for gas oil as shown on the Freight Transport Association website, using the following link.</p> <p>http://www.fta.co.uk/policy_and_compliance/fuel_prices_and_economy/fuel_prices/daily_fuel_prices.html</p> <p>Significant fluctuations in the price of gas oil (+/- 10%) may allow either party to request a quarterly review of the fuel element on the contract rate.</p> <p>The increased / decreased fuel price will be factored back in to the contract unit price which in turn will be used to provide the new contract rate for the next quarterly period.</p> <p>Fuel price adjustments will not be backdated.</p>
9.	Specify the annual production target for each machine type based on the

	sample sites viewed.
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Part G - Terms and conditions of contract

This ITT, and any contract arising from it, will be subject to the latest version our [terms and conditions](#) for Harvesting services.

The successful Tenderer’s usual terms and conditions are not, and will not, become terms and conditions of any contract 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

	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: DP 2015 YFD
Due for Return by: 23rd January 2015
Subject: Direct production harvesting Yorkshire Forest District

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: _____