

Invitation to Tender for

ERDF Wild Towns Project, Conservation fencing contract

Contents

1. General Specification of Requirements
2. Budgets
3. Notes for completion and conditions
- 4.1 Timetable
- 4.2 Enquiries
- 4.3 Responses and supporting documents
- 4.4 Return arrangements
- 4.5 Clarification
- 4.6 Verification of information provided
- 4.7 Subcontracting arrangements
- 4.8 Confidentiality
- 4.9 Tender validity
- 4.10 Language
- 4.11 Applicable law
- 4.12 Pricing
- 4.13 Additional costs
- 4.14 Evaluation
- 4.15 Gateways
- 4.16 Award
- 4.17 Costs
- 4.18 Right to cancel or vary the process
- 4.19 Inducements
- 4.20 Disclaimer
5. Your response
- 5.1 Supplier information
- 5.2 Grounds for mandatory exclusion
- 5.3 Grounds for discretionary exclusion
- 5.4 Relevant experience and contract examples
- 5.5 Insurance
- 5.6 Compliance with equality legislation
- 5.7 Environmental Management
- 5.8 Health and Safety
- 5.9 Requirement specific questions
- 5.10 Pricing schedule
- 5.11 ITT – Template for Appendices
- 5.12 Declaration

Appendix 1 – Timescales for completion of works

Background to Gloucestershire Wildlife Trust

Gloucestershire Wildlife Trust is the largest environmental charity based in Gloucestershire. We are supported by over 27,000 members and through their generosity are able to conserve more than 60 nature reserves across the county. We also run a huge range of events, education sessions and community projects, work with landowners, provide wildlife knowledge, expertise and ecological consultancy.

Our mission - to value nature

Our ambition is to preserve, recreate and reconnect Gloucestershire's wild places. We want everyone in Gloucestershire to value, enjoy and share wildlife in the county and believe strongly that nature matters, not only in its own right, but for the huge benefits it brings to the people of Gloucestershire.

ERDF Wild Towns Project

Thanks to a £768,000 contribution from the European Regional Development Fund, Gloucestershire Wildlife Trust are leading the ERDF Wild Towns Project in Gloucestershire, along with our partners Severn Trent Water, Farming and Wildlife Advisory Group South West and Severn Rivers Trust.

Wild Towns will create, connect and enhance green spaces for wildlife in 7 towns across Gloucestershire. This project, delivered over 3 years but with a lasting legacy in all of the towns, focusses on improving biodiversity in market towns. Urban habitats are highlighted in the Gloucestershire Biodiversity Action Plan (2000) as suffering from lack of recognition, development pressure and intensive management. In each of these highly contested urban environments, the project will deliver improved ecological networks, enhanced green infrastructure, and natural solutions to water management. These outcomes will be delivered through: the creation of biodiverse grasslands; management of woodlands; removal of in river barriers to fish; creating refuges for key species; and the creation of pond networks.

The project will achieve broad coverage across Gloucestershire. In the Stroud District interventions will take place along the Nailsworth to Stonehouse corridor. In the Forest of Dean, the project will focus around Cinderford and in the Cotswolds, projects will take place in Cirencester, Fairford, Tetbury and Moreton-in-Marsh.

As well as improving biodiversity, Wild Towns will provide benefits to health, wellbeing, leisure, recreation, flood alleviation and water management. Additionally, the ERDF Wild Towns project includes towns reliant on a visitor economy closely linked to the adjacent high-quality landscapes.

The total surface area of rehabilitated land across the three Wild Town clusters will be 41.8 hectares and the surface area of habitats supported in order to attain a better conservation status will be 77.52 hectares.

This contract is an important part of our efforts to get parcels of land into better ecological condition through light periodic grazing.

1. General Specification of requirements

Gloucestershire Wildlife Trust is inviting tenders to install stock fences and associated grazing infrastructure in various locations within the Forest of Dean. These will consist of a precise specification to match the needs of area.

These interventions will be carried out in close collaboration with landowners and community groups where appropriate, to ensure that they deliver against local need, and that excellent relations are maintained with the project in Cinderford.

The project runs over three years, and the stock fences will need to be completed within the first year, in accordance with the timescales presented in **Appendix 1**.

The successful applicant will deliver fencing in three areas in and around Cinderford, Forest of Dean:

Item 1: Forestry England ownership – Awre’s Glow

Item 2: Severn Trent Water ownership – Bilson Green Field

Item 3: Forest of Dean District Council ownership – Church Bank

Item 1

Forestry England- Awre's Glow- SO642114

Length- 1950m

Supply and install 1950 (one thousand nine hundred and fifty) metres of perimeter fence – two land parcels. Some of the terrain is rough and uneven. Please allow for 4 person days for clearing bracken and scrub. It is expected that all machinery and tools used will be supplied by the bidder.

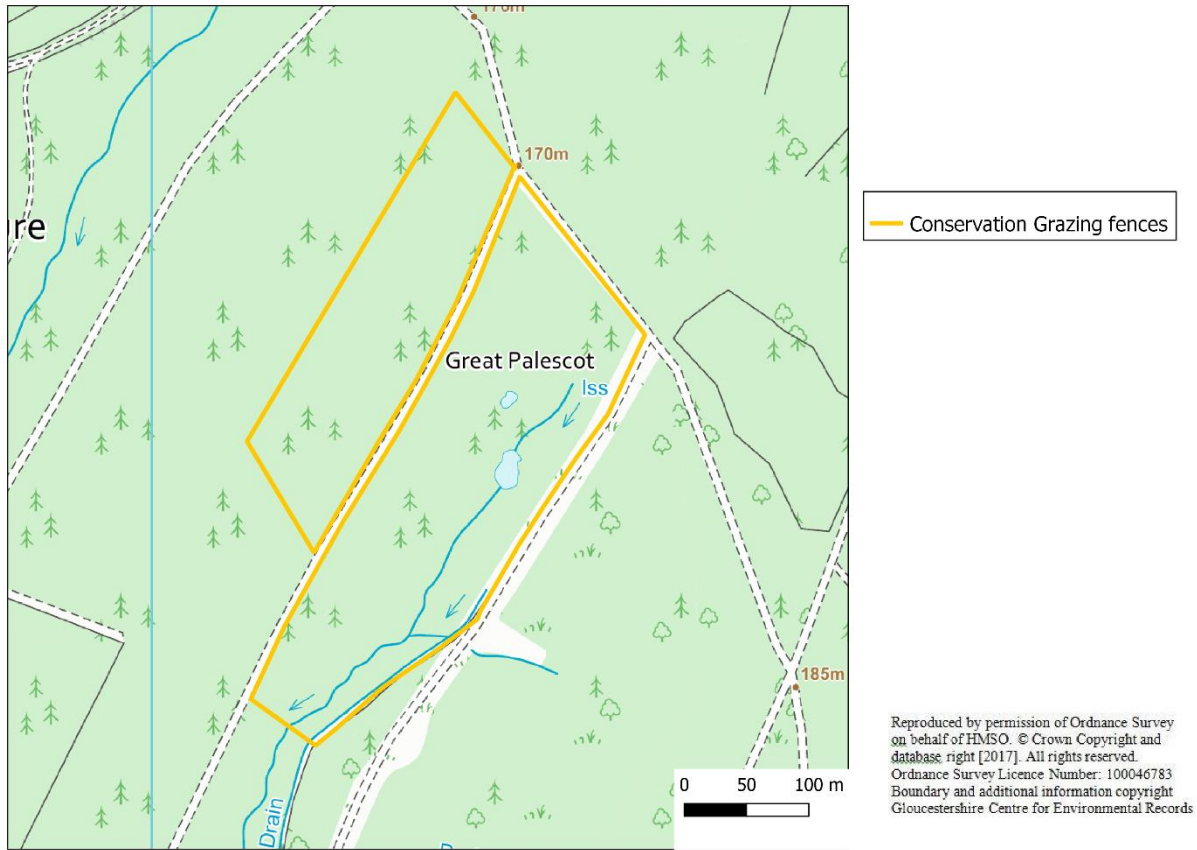
These two areas require a particular fencing specification due to the presence of deer and boar within the Forest of Dean.

- 90cm stock netting (HT8/90/15) placed 15cm above ground level so as to achieve a desired height of 105cm.
- Single strand of barbed wire in the gap below the stock netting, mid-way between ground and stock fence
- Another strand of barb at the top of the stock netting and hog ringed to it every 15cm.
- Top 30cm of the stock netting requires covering with galvanised 20-gauge mesh (chicken wire) to prevent deer getting legs stuck in the stock netting. 600mm netting to be used (300mm down each side). This needs to be pig-ringed to the stock netting at regular intervals.
- Posts to be HC4 standard.

- Fencing should be constructed in straight lines and be strained between strainer posts. Strainer posts should be used at each end of the fence and at least every 100m, also at all changes of direction and sudden changes of gradient (especially at the bottom of dips/hollows).
- Straining posts 8ft x 6inch top diameter full rounds.
- Intermediate posts with 3-4inch top, 5'6 long and maximum spacing 6m
- All staples will be galvanised 40mm x 4mm nailed, in at an angle to the wood grain and not driven all the way in apart from on straining posts, so as to allow for follow up re-tensioning.
- Short lengths of minimum diameter 300mm twinwall culvert pipe to be installed in drains (x 8) and where the fence crosses a small watercourse.
- Limit use of concrete, unless in exceptional circumstances pre-agreed with project officer and Forestry England.
- Access will be via Spruce Ride NOT Mallards Pike so that this heavily used recreation site is avoided. 15mph speed limit on Forestry England roads, and the access will involve crossing the Family Cycle Trail. Access gate to be kept closed at all times other than when vehicles are passing through. There is a combination lock on this gate and the code will be issued to the winning bidder nearer the time.
- Fences to be situated no closer than 2m to Forestry England roads so that we can maintain our roads and ditches properly, and this will minimise the risk of damage.
- The terrain in Awre's Glow is wet in places, so bidders should price to use low impact machinery. Great crested newts are known to be in this area, contractors required to work within a method statement to ensure due precautions are taken.
- 33kV OHPLs adjacent to the eastern boundary – fence must be earthed on that boundary and the risk assessment for the installation must adequately address this hazard.
- There is a minor watercourse running through one of the areas. All due precautions need to be taken to ensure this isn't damaged or polluted through this work.
- Contractors must carry a suitable pollution control kit (oil spill kit) when working on site.

Supply and Installation of wooden gates.

- Supply and install 2 x 12ft wooden field gates for vehicular access (one in each area); square hanging posts and fittings.
- Supply and install 4 x wooden stiles (2 in each area). Maximum 2 steps with minimum width of 200mm.



Item 2

Severn Trent Water- Bilson Green Field- SO644139

Length: 600m

Supply and install 600 (six hundred) metres of perimeter fence.

As above, this area requires a particular fencing specification due to the presence of deer and boar within the Forest of Dean.

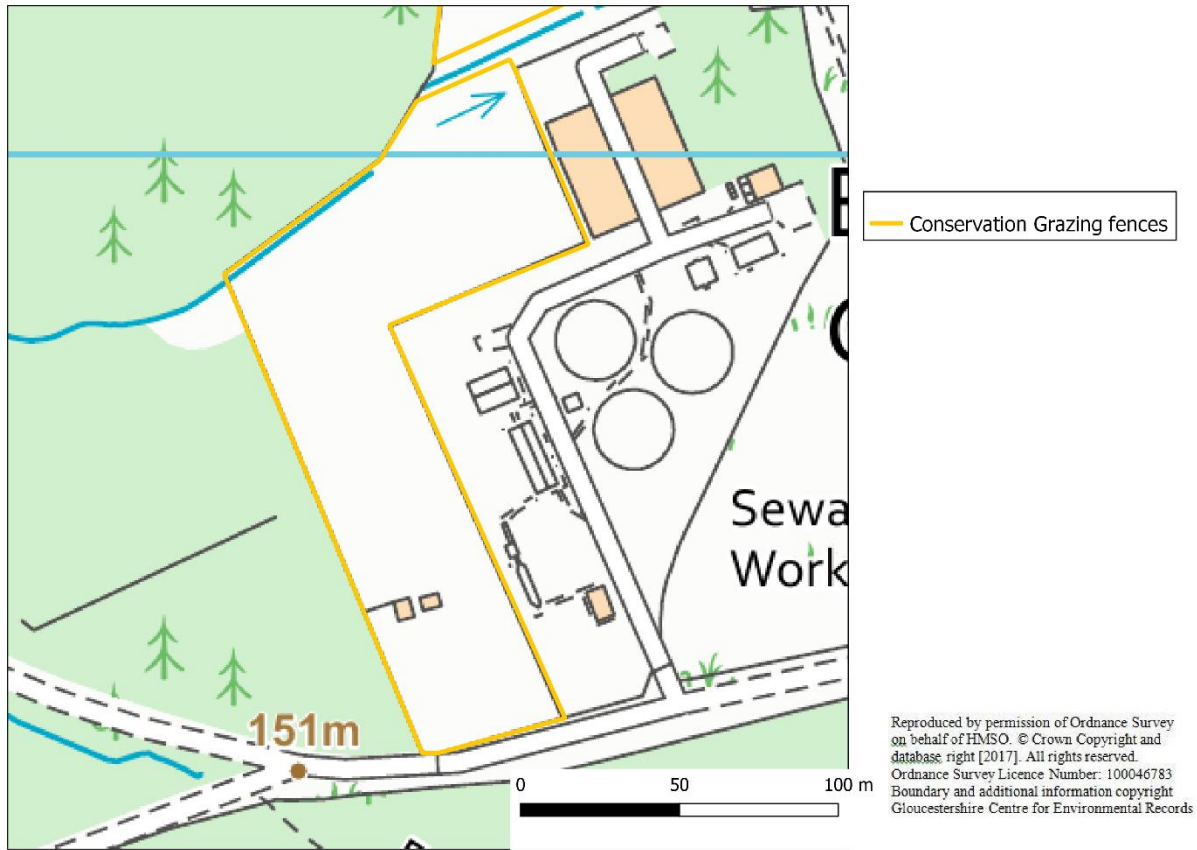
- 90cm stock netting (HT8/90/15) placed 15cm above ground level to achieve a desired height of 105cm.
- Single strand of barbed wire in the gap below the stock netting, mid-way between ground and stock fence
- Another strand of barb at the top of the stock netting and hog ringed to it every 15cm.
- Top 30cm of the stock netting requires covering with galvanised 20-gauge mesh (chicken wire) to prevent deer getting legs stuck in the stock netting. 600mm netting to be used (300mm down each side). This needs to be pig-ringed to the stock netting at regular intervals.
- Posts to be HC4 standard.

- Fencing should be constructed in straight lines and be strained between strainer posts. Strainer posts should be used at each end of the fence and at least every 100m, also at all changes of direction and sudden changes of gradient (especially at the bottom of dips/hollows).
- Straining posts 8ft x 6inch top diameter full rounds.
- Intermediate posts with 3-4inch top, 5'6 long and maximum spacing 6m
- All staples will be galvanised 40mm x 4mm nailed, in at an angle to the wood grain and not driven all the way in apart from on straining posts, to allow for follow up re-tensioning.
- Contractors must carry a suitable pollution control kit (oil spill kit) when working on site.

The fence-line may require areas of scrub to be cleared for installation; as such please include **2 person days of scrub clearance** in your quote. It is expected that all machinery and tools used will be supplied by the bidder.

Further to this, the area requires:

- 1 vehicular access gate: 1 x 12ft wooden field gate, square hanging posts and fittings.
- There is a low-slung LV OHPL over the shared access track from Valley Road.
- Great crested newts and adders known to be in surrounding area. Contractors will be required to work within a method statement to ensure correct procedures are followed.
- There is a nearby water-course so all due precautions need to be taken to ensure this isn't damaged or polluted through this work. The fence-line should run inside the watercourse at the north of the site to prevent livestock poaching. This needs prior agreement with project officer.
- All waste disposal to be carried out by contractor.



Item 3

Forest of Dean District Council - Church Bank- SO652129

Length: 700 m

Supply and install 700 (seven hundred) metres of perimeter fence.

This fence should consist of round posts and 3 half round rails with a view to pony grazing this site.

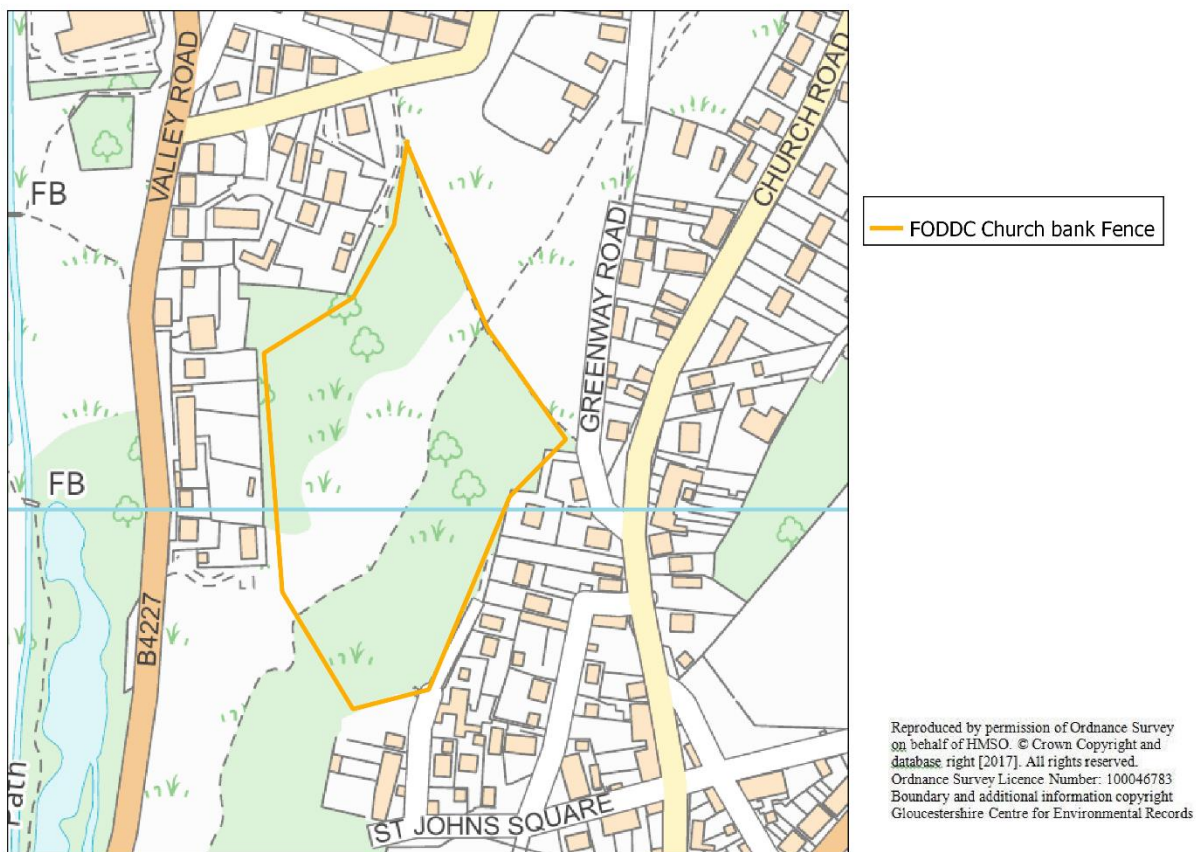
- Supply and install round post and rail (motorway) fencing; three rails. Posts to be HC10 or HC15 standard.
- Please also quote for square posts and rails for information and should budget allow (but evaluation will be based on cost for round posts and half round rails as above)
- Height of fence to be between 1150mm and 1200mm.
- Access from the bottom of Greenway Road and along wide footpath.
- Some uneven terrain along fence-line.
- Contractors must carry a suitable pollution control kit (oil spill kit) when working on site.

Supply and Installation of wooden gates.

- Supply and install 1 x 12ft wooden field gate, square hanging posts and fittings. Hanging posts should not be used as straining posts. Gaps between straining posts and hanging posts should be fixed with a minimum of 3 half-round rails.
- Supply and install 2 x pedestrian gates, square hanging posts and fittings. Gates to be fitted with self-closing hinges.

The fence line may require areas of scrub to be cleared for installation, as such please include **8 person days of scrub clearance** in your quote. As above, it is expected that all machinery and tools used will be supplied by the bidder.

The fences will need to be inspected and signed off by the ERDF Project Officer at the end of each job, to ensure that all aspects agreed upon at the start-up site meetings have been fulfilled.



3. Notes for Completion and Conditions

Definitions and purpose

The “authority” or “we” means Gloucestershire Wildlife Trust, or anyone acting on behalf of Gloucestershire Wildlife Trust, that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/“Your” or “Supplier” or “Bidder” means the body responding to this Invitation to Tender (ITT) i.e. the legal entity submitting a tender. The ‘Supplier’ or ‘Bidder’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

This Invitation to Tender (ITT) has been designed to assess both the suitability of a Supplier to deliver the authority’s contract requirement(s); and to determine of those suitable, which Supplier(s) have provided the most economically advantageous tender.

4.1 Timetable

Set out below is the procurement timetable. While we do not intend to depart from the timetable, we reserve the right to do so. If required to do so, we will inform Suppliers in writing (via email) of these changes.

Stages	Dates
Closing date for expressing interest	n/a
Closing date for questions	2 September 2019
Closing date for tender returns	5 September 2019
Expected notification of awards	9 September 2019
Expected start date	10 September 2019

4.2 Enquiries

Please send all enquiries by email, by the deadline stated at Section 4.1, quoting the contract title printed at the front of this document to:

Project Manager

Will Masefield – ERDF Wild Towns Project Manager

Telephone: 01452 383333 (ext 144); mobile: 07793 307056; email: will.masefield@gloucestershirewildlifetrust.co.uk

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

4.3 Responses and supporting documents

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document, which should be used unless, due to formatting, this is not possible.

To make the process straightforward, you do not need to provide supporting documents with your tender unless specifically requested to do so. However, we may ask you for this later.

Your organisation will only be evaluated based on the information in your tender. If you do not mention any applicable 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.

4.4 Return arrangements

Please return your completed tender submission, inclusive of any relevant appendices, electronically - PDF or read only format. If you do not receive a reply in lieu of a receipt, please phone the Project Manager on the number above to check that your submission has been received.

We must receive your completed tender before the closing date and time shown in the Timetable at section 4.1. 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 submission with the words '**Tender for ERDF Wild Towns Conservation Fencing Contract**'.

4.5 Clarification

During our evaluation process, we may need to seek clarification on aspects of your tender return. If required, we will contact you using the contact details you have provided. Clarification may require you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification is to provide us with the information we

require to score your submission; it will not be an opportunity for you to improve or substantially change the information you have already submitted.

4.6 Verification of information provided

Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

4.7 Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for. The authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information.

This contract is not open to consortia.

4.8 Confidentiality

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

The Supplier must treat all information supplied to it by the authority in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response

As part of the tendering process, the Supplier must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information. The authority will then assess this information (along with the rest of the contract), taking account of Regulation 21 of the Public Contracts Regulations, when considering which contractual information should or should not be published or released on request.

4.9 Tender validity

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

4.10 Language

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

4.11 Applicable Law

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

4.12 Pricing

All prices will be in sterling and exclusive of VAT.

4.13 Additional costs

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

4.14 Evaluation

All bids will be impartially assessed against the same criteria. A Tender Panel will evaluate responses to the tender objectively using the criteria and evaluation matrices defined below.

4.15 Gateways

Some questions in the tender are known as gateways and are fundamental requirements of the contract. These are marked on a 'pass/fail' basis and if you do not answer these sections appropriately, we may reject your submission in full and cease to evaluate any more questions.

4.16 Award

Once we have carried out the evaluation and identified the successful tenderer(s), we will tell all tenderers in writing by email of our 'award decision'. The winning bidder will be selected on merit by reference to the set criteria.

4.17 Costs

Unless otherwise stated in this ITT, all costs associated with taking part in this process remain your responsibility and we will not return any part of your completed tender to you.

4.18 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the tendering process at any stage.

4.19 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.

4.20 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 GWT 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 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.

5. Your response

In order to submit a tender for this requirement you must complete and return the relevant sections, detailed in the table below, in compliance with Section 4.1 above. If we have decided that certain sections are not relevant for this particular ITT, we have indicated this by stating 'N/A' next to the title heading at the relevant section and by indicating 'Not Applicable' within the table below. Unless otherwise indicated in this way, all sections must be completed and returned.

The table below provides a summary of the evaluation method for each section, however full details of how we will evaluate your submission can be found in the individual 'Evaluation Matrix' within each section.

Section	Title	Evaluation Method
5.1	Supplier Information	For information only but must be completed
5.2	Grounds for mandatory exclusion	Pass / Fail
5.3	Grounds for discretionary exclusion	Pass / Fail

Selection Criteria		
5.4	Relevant experience and contract examples	Pass/Fail
5.5	Insurance	Pass /Fail
5.6	Compliance with equality legislation	Pass/Fail
5.7	Environmental Management	Pass/Fail
5.8	Health and Safety	Pass/Fail
Award Criteria		
5.7	Requirement Specific Questions	Scored
5.8	Pricing Schedule	Scored
5.9	ITT Template Appendices	Template Only – Use where required
5.10	Terms and Conditions of Contract	Pass/Fail
5.11	Declaration	Pass/Fail

5.1 Supplier Information

Supplier details	Answer	
Full name of the Supplier completing the ITT		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	
	ii) a limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	

Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	
	ii) Small or Medium Enterprise (SME) ¹	
	iii) Sheltered workshop	
	iv) Public service mutual	

Bidding model

Please mark 'X' in the relevant box to indicate whether you are:

a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	
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b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	
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c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	
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Contact details

Supplier contact details for enquiries about this ITT

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

Licensing and registration (please delete the option which doesn't apply)	
<p>Registration with a professional body</p> <p>If applicable, 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>	<p>Yes / No</p> <p>If Yes, please provide the registration number in this box.</p>
<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?</p>	<p>Yes / No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

5.2 Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 5.2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position, please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

5.2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(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 on the fight against organised crime;		
(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;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(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) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) 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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		

(m) 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		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>5.2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

5.3 Grounds for discretionary exclusion

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

5.3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) *your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) **your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) Your organisation –		

i. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or ii. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

*** Conflicts of interest**

In accordance with question 5.3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

**** Taking Account of Bidders' Past Performance**

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers

may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 5.2.1, 5.2.2 and 5.3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

Selection Criteria

5.4	Relevant experience and contract examples			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority’s requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.</p> <p>Where the Supplier is a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. (If required you may provide this information in the form of a referenced Appendix).</p>			
		Contract 1	Contract 2	Contract 3
5.4.1	Name of customer organisation			
5.4.2	Point of contact in customer organisation Position in the organisation E-mail address			
5.4.3	Contract start date Contract completion date Estimated Contract Value			
5.4.4	In no more than 500 words, please provide a brief description of the			

	contract delivered including evidence as to your technical capability in this market.			
5.4.5 If you cannot provide at least one example for questions 5.4.1 to 5.4.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

Evaluation Matrix for Section 5.4

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

Weight	Agreed Marking Criteria
Pass/Fail	<p>Pass – Three references relevant to the subject matter of this ITT have been provided and the authority is content that the minimum standards for reliability have been met. We will consider accepting a lower number of references depending on how long you have been in business.</p> <p>Fail – References are not relevant OR a satisfactory number of references have not been provided OR the authority has evidence of the suppliers’ failure to discharge their obligations under previous principal relevant contract(s) which may include minimum standards for reliability in performing such contracts having not been met.</p>

5.5 Insurance

<p>Please self-certify (by deleting the option which doesn't apply) whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below.</p> <p>Employer's (Compulsory) Liability Insurance = £5 million</p> <p>Note: It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Note this requirement is not applicable to Sole Traders.</p> <p>Public Liability Insurance = Min £2m per claim</p>	<p>Yes / No</p>
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Evaluation Matrix for Section 5.5

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

Weight	Agreed Marking Criteria
<p>Pass/Fail</p>	<p>Pass – You must either confirm that you have the required levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be successful, that such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the requirement.</p> <p>Fail – If you cannot make such a commitment, your bid will fail in its entirety.</p>

5.6 Compliance with Equality Legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
a.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes / No
b.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?	Yes / No
<p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p>		
c.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes / No

Evaluation Matrix for Section 5.6

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

Weight	Agreed Marking Criteria
Pass/Fail	<p>Pass – If you have answered ‘no’ to a) and b) and have processes in place to check sub-contractors in this respect (where used) you will pass this section.</p> <p>Fail – If you have answered ‘yes’ to a) and or b) you may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>

5.7 Environmental Management

a.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p>	Yes / No
b.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	Yes / No

Evaluation Matrix for Section 5.7

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

Weight	Agreed Marking Criteria
Pass/Fail	<p>Pass - Bidders who have not been convicted or served notice upon and have processes in place to check sub-contractors in this respect (where used) will pass this section.</p> <p>Fail - The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, <u>unless</u> the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>

5.8 Health and Safety

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

1	<p>a) Does your organisation have a written health and safety policy? AND</p> <p>b) If yes, please provide details of when it was last reviewed and updated.</p> <p>Note: If your organisation has fewer than 5 employees, GWT still requires you to have a written Health and Safety Policy</p>
<p>Answer:</p>	

2a)	<p>GWT requires confirmation that this contract will be carried out by personnel (individuals, staff or sub-contractors) with the pre-requisite Health and Safety certifications / qualifications. Bidders are required to complete the table below with reference to their delivery team for this contract.</p>			
	Certification / Qualification	Number of personnel with certification / qualification	Qualification Provider	Frequency of Update training
	First Aid at work or Emergency First Aid at Work			
	DBS Certificate	N/A	N/A	N/A
2b)	<p>If the appropriate personnel who will deliver the contract do not currently hold any or all of the above qualifications or certifications, explain any plans (including dates) you have in place to secure the necessary certifications/qualifications in advance of contract commencement.</p>			

	Please state 'not applicable' in the box below where this does not apply.
Answer:	

3)	Briefly describe your selection process for sub-contractors. The selection process should include assessment and review of sub-contractors' approach to risk assessment; competence and qualifications; and accident/near miss reporting & recording. If you intend to carry out all work using your own direct employees, you need only provide a short statement to this effect.
Answer:	

4a)	Briefly describe your process for ensuring personnel are competent and up to date on general and site-specific health and safety requirements. This should include your plans for supervision and monitoring. Provide evidence of examples to support your response.
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Answer:

4b)

Provide an example of a site-specific risk assessment you have applied in a previous contract which demonstrates that the risks identified have been controlled. In preparing robust methodologies under this contract, the contractor will be required to draw up appropriate risk assessments for this work.

OR

Where an example from a previous contract cannot be produced, please explain how you would risk assess a job; please support this response with a generic or hypothetical risk assessment relevant to the subject of the contract/framework.

Answer:

4c)	In relation to your risk assessment process, describe how you monitor to ensure the controls remain in place for the duration of the work. Where available, supply any relevant evidence to support your response such as completed checklists or other similar evidence.
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Answer:

4d)	Explain your approach to Lone Working; and where this is carried out provide details of your process, methods and frequency of checking for contracts of this nature.
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Answer:

4e)	Briefly explain how your organisation obtains competent health and safety advice (either within the organisation or externally). Please show us you have the following or equivalent: Internal health and safety personnel, consultants, appointed person in the organisation responsible for health and safety.
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Answer:

4f)

- I. Describe your accident / near miss reporting system including any actions taken post incident to prevent recurrence;
- II. Support your response with one example where this is available;
- III. Describe your understanding of the requirements under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Answer:

Evaluation Matrix for Section 5.8

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below. Any bidder that receives a 'Fail' against any of the health and safety questions will not be considered further in relation to this ITT.

Question	Description	Marking Method	Marking Criteria
1)	Health & Safety Policy	Pass or Fail	<p>Pass – Organisation has a health and safety policy which has been reviewed in the last two years.</p> <p>Fail – Organisation does not have a health and safety policy <u>OR</u> Organisation does have a health and safety policy but bidder has provided no evidence of policy being reviewed in last two years.</p>
2a) & b)	Certifications / Qualifications	Pass or Fail	<p>Pass – Bidder has stated they have all the certifications/qualifications required to undertake the work in response to part a of the question; OR Bidder has not confirmed that all certifications/qualifications are currently held in response to part a), but has provided a response to part b of the question which gives assurance that the necessary certifications/qualifications will be secured in advance of contract commencement.</p> <p>Fail – Bidder has not provided the necessary assurance that all certifications/qualifications will be secured in advance of contract commencement in response to either part a) and/or part b) of the question.</p>
3	Sub-contractor Selection Process	Pass or Fail	<p>Pass – Bidder has described their process for sub-contractor selection. The process explains all the aspects requested in the question and provides assurance that sub-contractors will be assessed thoroughly in this respect to meet the minimum health and safety requirements of the contract.</p> <p>Fail – The requirement to sub-contract has been identified in the bid, but the process for assessing sub-contractors does not cover the required aspects of the question and/or does not provide the</p>

			necessary assurance that sub-contractors will be assessed thoroughly in line with requirements.
<p>Responses to the component parts of question 4 will be scored as detailed in the marking criteria column below. In order to pass this question, bidders will need to achieve a pass mark which is equal to or greater than 11 out of 17. Any bidder scoring below 11 will fail this section. Note: bidders can also automatically fail certain sections of question 4 if their responses are inadequate as detailed below; in such cases, failure of one component part would constitute an overall failure of the section and their entire bid.</p>			
4a)	Updating of H&S	Scored Question	<p>Score of 2 – Response provides confidence that personnel are updated on relevant health and safety matters at appropriate times and that adequate supervision/monitoring is undertaken – relevant actions may include use of site inductions, training, newsletters, meetings, site visits etc.</p> <p>Score of 1 – Response leaves reservations about whether personnel are provided with the relevant health and safety updates or provides limited evidence of updates being carried out. There is limited evidence to demonstrate adequate supervision or monitoring takes place.</p> <p>Score of 0 – No response provided or inadequate response provided.</p>
4b)	Risk Assessment Process – Part i	Scored Question	<p><u>Scoring Part i)</u></p> <p>Score of 4 – Relevant site specific risk assessment from previous contract has been provided in response to Part i). This shows appropriate hazards and controls, demonstrating competence in application of this process.</p> <p>Score of 3 – Description of risk assessment process has been provided along with generic or hypothetical risk assessment in response to Part i). This shows an understanding of the process and provides confidence that the bidder would be able to apply the principles in a real situation.</p> <p>Score of 2 – Description of risk assessment process has been provided without any examples in response to Part i) OR generic or hypothetical risk assessment in response to Part i) has been provided, with no further information of the process applied.</p>

			Fail – Inadequate process or no response provided
4c)	Risk Assessment Process – Part ii	Scored Question	<p>Score of 3 – Process description provides confidence that sufficient monitoring takes place throughout contract duration to ensure controls remain on site. Response is supported by appropriate evidence such as completed checklists, records of toolbox talks, evidence of supervisory visits or other appropriate evidence.</p> <p>Score of 1 – Process description provided <u>without</u> further appropriate supporting evidence – this gives some confidence that controls remain on site through the duration of the contract. OR, Some evidence supplied such as completed checklists, records of toolbox talks, supervisory visits or similar <u>without</u> a description of the process applied.</p> <p>Score of 0 – No response provided or response does not provide confidence that an adequate process exists to ensure controls will remain on site for the duration of the contract.</p>
4d)	Lone Working Process	Scored Question	<p>Score of 4 - Supplier does not allow lone working.</p> <p>Score of 3 - Lone working is restricted and the approach and system described gives confidence that the risk of lone working is being adequately controlled. Frequency of checking is appropriate to the risks associated with the work.</p> <p>Score of 1 - Lone working is carried out but explanation of process gives limited confidence of risks being controlled to an acceptable level.</p> <p>Fail - Response is completely inadequate or process described does not provide any confidence that Lone Working process will be managed to ensure safety of personnel.</p>
4e)	Health & Safety Advice	Scored Question	<p>Score of 1 - Response identifies competent responsible person.</p> <p>Score of 0 - Response not provided or inadequate.</p>
4f)	Accidents / Near Misses and RIDDOR	Scored Question	1 point allocated for each of the following (maximum score achievable is 3):

			<ul style="list-style-type: none">- Relevant accident reporting process described along with any post-accident actions to prevent recurrence – Score 1 point- Examples provided are relevant and demonstrate process being put into practice – Score 1 point- RIDDOR description, categories, timescales and understanding of responsibilities reflect current legislative requirements – Score 1 point
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Award Criteria

5.9 Requirement Specific Questions

5.9.1	Question	Marks available
	For all of the items describe (having referred to the marking criteria below) how you intend to carry out this work and to what specification.	12 (0-4 for each item)
<p>Item 1: Forestry England – Awre’s Glow Response:</p> <p>Item 2: Severn Trent Water – Bilson Green Field Response:</p> <p>Item 3: Forest of Dean District Council Response:</p>		

5.9.2	Question	Marks available
	Please describe your approach pollution control and environmental sustainability (e.g. use of materials, energy, travel and water consumption)	4
Response:		

Evaluation Matrix for Section 5.9

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

Marking Criteria

The following evaluation system will be applied to this section:

0 – No response or totally inadequate

No response or an inadequate response.

1 – Major Reservations / Constraints

The response simply states that the supplier can meet some of the requirements set out in the question, annex or Specification of Requirements, but have not given information or detail on how they will do this.

2 – Some Reservations/Constraints

Bidder has provided some information about how they propose to meet most of the requirements as set out in the question, annex or Specification of Requirements. There is some doubt in their ability to consistently meet the full range of requirements.

3 – Fully Compliant

Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question, annex or Specification of Requirements. This gives full confidence in their ability to meet the full range of our requirements.

4 – Exceeds Requirements

Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.

5.10 Pricing Schedule

	Marks available
Please provide your pricing in the schedule provided below, having referred to the detailed specifications. The total price that all of these elements will add up to will be the price that you are evaluated against.	8

Ref	Description	Notes on price (breakdown for clarity if useful)	Price (£)
1	Forestry England – Awres Glow		
2	Severn Trent Water- Bilson Green Field		
3	Forest of Dean District Council – Church Bank		
Grand Total excl. VAT (total of all 'lump sum' items)			

Evaluation Matrix for Section 5.10

	Agreed Marking Criteria
	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 8 being the maximum score achievable.

5.11 ITT – Template for Appendices

Please use the following form for each appendix you are providing. If, for formatting purposes you are not able to use this appendix form, please ensure you clearly number the appendix, along with the section and question it relates to.

Appendix Number -
ITT Section -
Question Number -

5.12 Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and evaluation process to assess my organisation's suitability to participate in this procurement, and to determine which supplier(s) provide the most economically advantageous tender in accordance with the criteria set out in this ITT.

I am signing on behalf of **(insert name of supplier)**.

I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

The essence of selective tendering is that the authority will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, I certify that this is a *bona fide* tender, intended to be competitive, and that 'we' (I or any other person acting for on behalf of my organisation) 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. I 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.

I also declare that there is no conflict of interest in relation to the authority's requirement.

The following appendices form part of our submission;

Section of ITT	Appendix Number

ITT COMPLETED BY

Name:

Role in Organisation:

Date:

Signature:

Evaluation Matrix for Section 5.12

Responses to this section will be evaluated on the basis of the marking criteria detailed in the table below.

Weight	Agreed Marking Criteria
Pass/Fail	<p>Pass: Completed, signed declaration has been provided with all relevant appendices listed.</p> <p>Fail: Declaration has not been signed or provided, or exceptions have been noted which cannot be accepted.</p>

Appendix 1 – Timescales for completion of works

Item	Jan-Mar 19	Apr-Jun 19	Jul-Sep 19	Oct-Dec 19	Jan-Mar 20	Apr-Jun 20	Jul-Sep 20	Oct-Dec 20	Jan-Mar 21
1									
2									
3									