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|  |  | Woodland Trust Scotland |
| 21st February 2020 | | Invitation To Tender for:  Eisg Brachaidh Deer Fencing for New tree planting  Ref: WT\_ITT\_Eisg Brachaidh-Deer Fencing\_001 |



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***Key: (M) – Mandatory***

Appendix 1 - Woodland Trust General Conditions of Contract

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**Instructions to Bidders**

**Advice on Reading the Invitation to Tender (ITT)**

This Invitation to Tender is made up of a series of Sections and Appendices. It is a legal document and will therefore contain language which may be a little inaccessible and gender biased, which is a reflection of the legal terminology. To get an initial overview, we suggest you read Section A, ***The Requirement***of the Invitation to Tender which outlines what Bidders are being asked to do.Section B describes the invoicing and Section C describes how the Tender will be evaluated.

***PLEASE CONFIRM YOUR INTENTION TO SUBMIT A TENDER BY COMPLETING AND RETURNING THE PROVISION OF TENDER ACKNOWLEDGEMENT FORM (E1) CONTAINED IN SCHEDULE E***

## Terms of Tender

### 1.0 Interpretations

1.1 In these Terms of Tender, unless the contrary intention appears:-

**“Conditions of Contract”** means the General Conditions of Contract contained in Appendix 1 of the Invitation to Tender (ITT) and the provisions of the specification for supply contained in Section A of the ITT

**“Contract”** means the contract to be entered into between the Woodland Trust (WT) and the successful Bidder upon the Conditions of Contract.

**“SF”** means Scottish Forestry

**“Invitation to Tender (ITT)”** means this document including all sections, appendices and Instructions to Bidders.

**“Landowner”** means the landowner of the planting site

**“SRDP-FGS”** means Scottish Rural Development Programme - Forestry Grant Scheme

**“Supply”** means the provision to the WT of goods/services in accordance with the Conditions of Contract.

**“The Requirement/Specification”** means the requirement/specification for the goods/services set out in Section A of this Invitation to Tender.

**“Tender”** means any offer submitted in response to this Invitation to Tender.

**“Bidder”** means any person, partnership or organisation, invited to submit a Tender.

**“WT”** means The Woodland Trust, Kempton Way, Grantham, Lincolnshire, NG31 6LL. The Woodland Trust is a registered charity.

**“Woodland Trust Contact”** means The Woodland Trust representative appointed to oversee this Contract. The WT Contact will also be the “Supervising officer” for this Contract.

1.2 Words in the singular include the plural and vice versa and reference to any gender includes any other gender.

### 2.0 Terms and Conditions

2.1 All Tenders shall be submitted on the basis of the Terms and Conditions set out in this ITT. Any Tender which is submitted on the basis of alternative or amended terms and conditions to those of this ITT will result in the Tender being rejected.

2.2 The WT reserves the right to amend or add to this ITT including the Terms and Conditions if we consider it appropriate to do so. Bidders will be informed of these changes.

### 3.0 Preparation of Tender

3.1 It is a responsibility of the Bidder to obtain, at their expense, all information necessary for the preparation of the Tender.

3.2 Information supplied to a Bidder by the WT is only for general guidance in the preparation of the Tender. A Bidder must satisfy themselves through their own investigations with regard to the accuracy of any such information as the WT does not accept any responsibility for the accuracy of information supplied.

### 4.0 Canvassing

4.1 Any Bidder who directly or indirectly canvasses any member or officer or employee of the WT concerning this or any other ITT shall be disqualified.

### 5.0 Confidentially of Invitation to Tender (ITT) and Tender Documents

5.1 All information supplied by the WT in or in connection with this ITT, shall be treated as confidential by each Bidder. The Bidder must not disclose that they have been invited to tender or release details of the ITT document other than on an “In Confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

5.2 The ITT and its accompanying documents are and shall remain the property of the WT. They should be returned immediately, if the Bidder does not wish to, or in any event is unable to submit a Tender, in accordance with instructions contained in the ITT.

### 6.0 Collusive Tendering

6.1 Any Bidder who:

6.1.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person; or

6.1.2 communicates to any person other than the WT the amount or approximate amount of its proposed Tender; or

6.1.3 enters into any agreement or arrangement with any other person to refrain from tendering; or

6.1.4 offers or agrees to pay or give or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person in relation to any other Tender for this ITT;

will (without prejudice to any other civil remedies available to the WT and without prejudice to any criminal liability, which such conduct by a Bidder may attract) be disqualified. If the Contract has unwittingly been awarded to such a Bidder it may be terminated forthwith.

1. **Conflict of Interest**

7.1 Bidders, for all goods/services where a conflict of interest may exist or arise, must inform the WT and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the evaluation of the Tender. Any known potential conflict of interest with the core aims of the WT by activities past, present or future should be detailed on form F6

**8. Consortium Tenders**

8.1 Any Lead Bidder for a consortium Tender must ensure that any individual or member organisation of the consortium are not included in any other Tender in respect of this ITT.

**9. Deviations to Tender**

9.1 Any deviations to this Tender identified in the “Deviation from Tender” form located in Section E, will be taken into consideration by the WT as part of its evaluation of the Tender. Such deviations may be treated by the WT as rendering the Tender as non-compliant.

### 10. Contract Prices

10.1 The Bidder shall tender its prices in accordance with the instructions contained in the Invitation to Tender.

10.2 Prices are to be submitted by the Bidder on the basis of the Requirement/ Specification (Section A) to the ITT.

10.3 Prices are to be submitted exclusive of Value Added Tax (VAT), detailing the exclusive of VAT price and any VAT rate and amount that may be applicable as a separate figure/column.

10.4 Prices are to be firm and fixed for the duration of the contract.

### 11. Time for Submission of Tender

11.1 The WT will consider properly reasoned requests for extensions of the closing date and time for submission of Tenders specified in the ITT.

11.2 The WT may, at its own absolute discretion, extend such closing date and time without request.

11.3 Any extension granted will apply to all Bidders.

**12. Acceptance**

12.1 The WT does not bind itself to accept the highest, lowest Tender, or any Tender.

12.2 The WT may accept all or any part of the Tender.

12.3 The WT shall seek to accept the most economically advantageous Tender in terms of the evaluation criteria set out in Section A of this ITT. Arithmetical errors will be rectified. If there is a discrepancy between words and figures the amount in words will prevail.

### 13. Form of Contract

13.1 The ITT and the submission of the Tender shall not in any way bind the WT to enter into a contract with the Bidder or involve the WT in any financial commitment in this respect.

13.2 The Tender shall constitute an offer made to the WT and shall remain open for acceptance for a period of 90 days, unless otherwise stated in the ITT, from the closing date for submission of Tenders. A covering letter of acceptance will be sent to the Successful Bidder together with 2 copies of the Contract for signature and return. Unsuccessful bidders will be notified in writing.

**14. General**

14.1 WT reserves the right to verify information that applicants provide at the tender stage and disqualify an application if an error, omission or mistake is discovered. This applies, no matter what stage has been reached in the tender process.

14.2 WT also reserves the right to terminate any contract we award, if, at any time thereafter, we discover that the applicants have made any material misrepresentation in this application form.

14.3 Any queries in respect of this ITT should be submitted in the format/s described in section A9 only to the contact name detailed.

14.4 The Bidder should prepare the number of copies of the Tender and all supporting documents including an electronic version on CD Rom (Microsoft office compatible), as specified in the ITT, clearly marking one "Original Tender" and others "Copy of Tender" as appropriate. In the event of any discrepancy between them the original shall prevail. All Tenders must be submitted without the Bidders identification appearing on any packaging. The ITT reference must be clearly shown.

14.5 The Bidder may modify their bid prior to the deadline for receipt by giving notice in writing to the WT. No Tender may be modified subsequent to the deadline for the receipt of the Tender.

14.6 The Bidder may withdraw their Tender at any time prior to their tender being accepted by the WT this must be done in writing.

14.7 Late bids may only be accepted when there is clear evidence of posting in time to arrive by the opening date and time

14.8 The WT reserves the right to cancel the tendering process and reject all Tenders at any time prior to award of contract without incurring any liability to the affected Bidders.

* 1. All unsuccessful Bidders will be offered the opportunity to be given a debriefing.
     1. Subsequent engagements may be performed within this Contract, that results from this Tender, upon joint agreement of both parties. This option must be taken up through the Contract Change Control process as detailed in Section D2.
     2. The WT reserves the right to extend this contract for a maximum of five years from the completion date subject to prior written agreement of the Contractor. This option must be taken up through the Contract Change Control process as detailed in Section D2.

1. **Health and Safety**

15.1 The General Conditions of Contract (Appendix 1) outline the general Health and Safety requirements under this Contract.

15.2 The WT will play the role of Forestry Works Manager ( FRM,as defined in HSE publication “Managing Health and Safety in Forestry”).

15.3 Key areas of the Contractor role will be: using information from the Landowner, prepare an outline risk assessment for the work on site; agree the risk assessment with the FRM; ensure that measures identified in the risk assessment are complied with.

15.4 Key areas of the FRM role will be: using information from the landowner, agree to the contractors’ stated risk assessment;select competent contractors and monitor health and safety on site.

**16. Access**

16.1 Authorised access routes - The Contractor shall use on foot or with permitted vehicles only those routes defined and indicated on the Site Plans unless otherwise agreed with the Supervising Officer.

16.2 The Contractor shall at all times ensure that all Authorized Access Routes within or adjacent to the Site covered by this Contract remain unobstructed for vehicular or pedestrian use.

16.3 The Contractor may not use any other tracks or paths leading off the Authorized Access Route nor obstruct any such track or path.

16.4 Protection of the public - Should they be required the Supervising Officer will provide public information notices explaining the Works on the Site in advance of the Works starting and will provide replacement notices as necessary throughout the period of the Contract.

16.5 The Contractor shall be aware that members of the public, including children, maybe be on the site – agreed signage will be erected in agreed places.

**19. Payment**

19.1 The Contractor shall invoice the Trust on the satisfactory completion of fencing works for the full costs tendered by the Contractor and contained in this contract. Any interim payments may be subject to a retention which shall be 20% of the interim invoice, payable on completion of works.

19.2 The Contractor shall submit the invoices showing the Trust’s Purchase Order number to The Accounts Department, The Woodland Trust, Kempton Way Grantham, Lincolnshire, NG31 6LL.

19.3 Where agreed additional items of work from the Works have been undertaken then the invoice must clearly state the Trust’s additional Purchase Order number issued for the additional work.

**Section A The Requirement**

**A1 responses**

All recipients to this ITT should return form E1- Tender Acknowledgement – by 1pm on Friday 13th March to elainemacaskill@woodlandtrust.org.uk indicating their intention to bid **OR** not to bid.

Applicants are then asked to respond detailing the following information by 12 noon on Monday 6th April.

Tendering parties should respond with the following documents:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | E1 | Provision of Tender Acknowledgement | (M) |
| 2 | E2 | Supply of Certificate of Bona Fide Tendering | (M) |
| 3 | E3 | Provision of Deviation from Tender | (M) |
| 4 | E4 | Declaration of Confidential and Commercially Sensitive Information | (M) |
| 5 | E5 | Supply of Form of Tender | (M) |
| 6 | E6 | Declaration of Conflict of Interest | (M) |
| 7 | E7 | Tender Contact Sheet | (M) |
| 8 | E8 | Bill of Quantities and method statement | (M) |

If required, the WT contact will be available to conduct one site visit only with each Bidder by prior arrangement . Unaccompanied visits during the tender period may be arranged only by prior agreement with the WT contact. Any question (and answer thereto) of a general nature (i.e. one which is not deemed commercially sensitive) arising from discussions may be shared with other Tendering parties to ensure a consistent level of information for all parties.

**A1.2 Method Statement**

The method statement should cover the following areas:

* How the Contractor will carry out the laying out, and fencing to the agreed specification. Relevant information about their organisation in relation to ability to carry out the works required within the timescales required. Names and experience of personnel who will manage the quality of workmanship on site
* Contact details for any administration and management staff
* Details of Fuel storage and transport on site, where applicable.

And include the following documentation:

* Copy of Public Liability insurance
* Copy of relevant certificates of competence for operators
* Copy of company health and safety policy (if applicable)
* Contact details of 2 References with a summary of work delivered on recent similar projects.
* A separate risk assessment should be included to indicate how the Contractor will operate on site to meet the required Health and Safety requirements of the Contract and any site or work hazards that have been identified.

**One paper copy should be sent in an envelope to:**

Elaine MacAskill

Woodland Trust

c/o Coigach-Assynt Living Landscape Project

1 old coach house

Lochinver

Lairg

Sutherland

IV27

**The envelope should be clearly labeled on the outside with the tender reference number: *WT\_ITT\_Eisg Brachaidh-Fencing tender\_001***

**Please also send electronic copies to the WT Contact:**

[peterlowe@woodlandtrust.org.uk](mailto:andrewcampbell@woodlandtrust.org.uk)

**The email header should read ‘*Submission of* *Tender WT\_ITT\_Eisg Brachaidh-Deer Fencing\_001’***

Contact details for the period following submission should be made clear on the cover of the proposal.

**A2 Questions relating to Tender document**

Any questions relating to the Tender document should be submitted to the WT Contact Elaine MacAskill by email elainemacaskill@woodlandtrust.org.ukreferencing the section of the document the question relates to as below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Name** | **Question No.** | **Doc. Section Ref** | **Question** |
| **Xxxxxxx** | 1 | A8 | xxxxxxx |

Please ensure any questions are submitted by the deadline highlighted in section A3.

The Woodland Trust reserves the right to not respond to any questions submitted in any other format, and will distribute all questions and answers to all potential suppliers.

**A3 Tendering Process & Project Timetable**

The timetable for the tendering process is:

|  |  |
| --- | --- |
| Release of Tender | 21st February 2020 |
| Return of Form E1 – Tender Acknowledgement | 1pm 13th March 2020 |
| Site Visits (as required) – MUST REQUEST PRIOR TO SITE VISIT | By arrangement with WT contact |
| Submission of tenders | 12 noon 6th April 2020 |
| Bidders Notified (it is subject to a grant approval – should know by end March 2020) | 17th April 2020 |
| Project begins (Briefing meeting with successful Bidder) | By negotiation and subject to grant offer – but approximately 1st May, 2020. |

Bidders should ensure that relevant personnel are available to discuss their proposals with a WT panel if required.

**A4 Evaluation Criteria**

Tenders will be evaluated on a cost:quality ratio 40:60. The quality component will be assessed on a number of criteria weighted as shown below:

* Experience of the staff on similar projects and capacity to achieve the desired outcomes: Broad and long-term experience of ground preparation and use of excavators on a variety of sites; Ability to undertake the work to required standards with minimal supervision from supervising officer; References; Familiarity with geology and nature of topography, landscape and climate of the area. (score out of 40)
* Ability to carry out work within proposed timescale (score out of 10)
* Risk Assessment (score out of 10)

**A5 Background to the WT and CALLP project**

The Woodland Trust has been established for 40 years and is now the UK’s only organisation dedicated to the protection and conservation of our native woodland heritage. We are an FSC accredited organisation, and will expect our chosen supplier to adhere to FSC standards.

The Woodland Trust is a partner in the CALL project and has responsibility for the delivery of the woodland elements of the CALLP HLF project. This project is being delivered, outwith the overall CALLP HLF project, by the Woodland Trust in collaboration with Assynt Foundation.

**A6 Purpose**

Woodland Trust Scotland is part of the UK's leading woodland conservation charity and has three aims: to enable the creation of more native woods and places rich in trees; to protect native woods, trees and their wildlife for the future; to inspire everyone to enjoy and value woods and trees.

The Scottish Government’s policy on the Control of Woodland Removal (2009) provides a general presumption against permanent woodland removal, but stipulates that compensatory planting can be used to mitigate woodland loss through economic development.

**A7 The Goal**

In 2020 we are aiming to protect approximately 2000ha of designated land from Deer browsing by Deer Fencing the landward boundary of Eisg Brachaidh Estate by Lochinver. The reduction in browsing should help the habitats within the estate to recover from browsing and for woodland areas to regenerate.

This Tender is seeking to achieve best value for Deer Fencing the Estate. The fencing is subject to a grant (non-forestry) application, the decision on which will be made mid-late March, if approved all fencing must be complete and invoiced by March 2021 or the invoices will not be paid.

The work will be carried out in conformity with the standards of enviroinmental protection and good forestry practise as set out in the UK Forestry Standard and associated guidance.

# A8 Project Background

Eisg Brachaidh is located just south of Inverkirkaig and Lochinver. It is privately owner ground and the owner is a partner in the CALLP project. This project is to fence the landward boundary of the fence against deer coming into the estate, to allow woodland and other habitats to recover from over grazing.

The project is currently part of a grant application (not FGS). If successful there is a tight deadline for completion. It is essential for the tenderer to contact the woodland manager prior to going on site so that appropriate notification can be given and also to discuss the details of the timings of certain sections of the fence. If the grant is not approved (decision due mid-late March 2020), then the project may not go ahead.

**Invitation to Quote**

You are invited to tender for the Layout and Erection of 17600m of New Deer Fencing as per the Scottish Forestry specification in Appendix 2 (Suitable to keep out Red deer and Sika deer).

We are aiming to commence fencing in May and complete by January 2021.

The financial element of the Tender will be detailed in the Bill of Quantities (Section E8) but this must be accompanied by a Method Statement outlining how the Contractor will carry out the ground preparation work to meet the standards required under this Contract.

The remainder of this document sets out the context and terms of reference of this work.

**A9 Scope of Services Required**

The Tender relates to layout and erection of 17600m of New Deer Fencing (suitable to keep out Red deer and Sika) at Eisg Brachaidh.

**Please note:**

* WT will supply a hazard map for the site. All Risk Assessments and Method Statements must be presented by the Contractor and agreed with the Supervising Officer prior to commencement of works.
* All qualifying projects must be carried out in accordance with current CDM regulation.
* Any sub-contracted works must be approved prior to commencement of works.
* Where quantities are shown these are for guidance only.
* The fenceline has been roughly marked out on the ground and will be walked with the successful contractor to finalise the line. The actual final quantities to be invoiced will be measured on the ground once the works are completed.
* The site landowners may not be contacted without prior permission of the Supervising Officer.

**A 10 Fencing**

The contractor will erect approx. 17600m fencing to exclude sika/red deer from the planting site in accordance with the specificationdetailed in section A10 and Appendix 2. To include 8 full height vehicle gates and 3 self-closing pedestrian gates and ? water gates.

We require pricing for the fencing element of this Tender to be based on a 'per unit' price; a unit consists of a metre of fencing, or one gate.

**A 11 Health and Safety.**

**A11.1** The Contractor must be covered by Public Liability Insurance

**A11.2** The Contractor shall supply the following documents with his Method Statement: current Public Liability Insurance and relevant current Certificates of Competence.

**A11.3** The Contractor shall ensure that all works undertaken for the Trust comply with the Health and Safety at Work Act 1974 and other relevant statutory provisions. The Contractor shall follow the guidance contained in relevant Health and Safety publications.

**A11.4:** The Contractor shall agree in writing with the Supervising Officer a risk assessment for the works required under this Contract, based on information from the landowner.

**A 12 Penalties**

**A12.1** Where the Contractor has either failed to perform tasks diligently or complete the Works adequately, the Contractor will be given written notice to bring the Works up to date and to the required standard by a stated date. If the Contractor shall fail to rectify defects or the carrying out of the Works within the stated time the Contractor shall pay as damages a daily charge of 1% (ex VAT) of the total Contract value or £100 which ever is greatest. This payment will commence the day after the stated date and continue until such time as works are completed to satisfaction of the Trust.

**B1. Financials and Invoicing**

B1.1 All financial information requested in this Tender document should be summarised in the Bill of Quantities (Section E8) Costs must be itemised by cost area. All prices must be exclusive of VAT where appropriate and the VAT inclusive cost shown separately.

B1.2 **Invoicing**

Invoices will be paid within 30 days of date of invoice, providing work has been completed to a satisfactory standard.

The invoices should headed ‘Eisg Brachaidh-Fencing tender’

Ref no WT\_ITT\_Eisg Brachaidh-Fencing tender\_001’ and bear a valid Purchase Order Number, which will be provided prior to the delivery/provision of services.

Invoices should be addressed to The Accounts Department, Woodland Trust, Kempton Way, Grantham, Lincolnshire, NG31 6LL , email [accountsemail@woodlandtrust.org.uk](mailto:accountsemail@woodlandtrust.org.uk) and copied to the Supervising Officer, email [elainemacaskill@woodlandtrust.org.uk](mailto:elainemacaskill@woodlandtrust.org.uk)

**C1. Key Performance Indicators (KPI’s)**

The Woodland Trust is required to meet tight timescales as part of its delivery in partnership with HLF. Throughout the contract we will be measuring the performance of the successful bidder against the following KPI’s:

1. Quality – The contractor will layout and erect 17600m of new deer fencing able to keep Red and Sika deer out of the proposed new planting area. Erection of 8 Vehicular access Deer Gates and 3 self-closing pedestrian Deer Gates. – Final length and gate and actual line subject to change until final contract issued.
2. Timeliness – areas prepared as required will need to be on time and in the appropriate locations.
3. Adherence to Health and Safety requirements: Access routes/paths across this site will remain open to the public. All working practices by the Contractor must take due note of this.
4. Communication: the Contractor will be required to maintain a high level of communication with the Supervising officer.
5. Method Statement: there is a performance element within this Contract and the Method Statement will allow the Contractor to describe how they will prepare the ground for planting on this site.

The intention is that these KPI’s will help both parties to achieve the best outcome for the project but in each case where there is deemed to be a failure by the supplier, the WT Contact will bring it to the attention of the supplier and a remedy will be sought as soon as possible thereafter.

**D1. Reporting and Governance**

**D1.1 Purpose**

This section sets out the principles, roles and responsibilities and procedures for managing the Contract and the relationship between the parties which the WT anticipates using.

**D1.2 General Principles**

The parties shall co-operate in a collaborative approach throughout the management of the Contract. This approach shall include:

* regular reviews of the contract
* the performance of the obligations of the parties and
* the identification of opportunities for improved services and further development

Under this collaborative approach the parties shall seek to:

* afford each other priority treatment as required to individuals responsible for delivery of the contract
* give each other early and full notice of any changes to policy and procedure that may affect the programme delivered under this contract
* share information about costs or charges related to the project delivered under this contract so that informed decisions can be made on value for money

**D1.3 Contract Management**

This interface shall be between the WT Contact and the successful Bidder.

The objectives of the project / contract management interface shall be to:

* manage this Contract
* ensure both parties meet their obligations under this Contract
* manage change to the Contract
* review the successful Bidder’s performance under this Contract particularly in relation to achievement of the aims and objectives of the project
* resolve operational difficulties relating to this Contract or the provision of the programme.

The accomplishment of the objectives shall be achieved through regular telephone calls or meetings between the successful bidder and the WT Contact.

**D1.4 Operational**

The WT and successful Bidder shall maintain contact via their respective authorised representatives to manage day-to-day operational issues arising from the requirement. The authorised representatives are:

|  |  |
| --- | --- |
| For the WT | Elaine MacAskill (CALLP) |
| For the successful Bidder | To be confirmed upon award of Contract |

**D1.5 Dispute resolution**

Should a dispute arise between the parties, it shall be referred in the first instance to the WT Contact who will seek to resolve. Should this not be possible the dispute will be taken to the next level of responsibility in the respective organisations. The intention is to resolve disputes without recourse to law but this route will be taken if there are no obvious other means of redress.

**D2. Change Control Procedure**

Any change to the Requirement/Specification shall be subject to the WT’s change control procedure and will be in full collaboration with the successful Bidder. Where unanimous agreement cannot be reached, the WT’s decisions will be final.

Both the successful Bidder and WT may propose changes/adjustments to the Contract by submitting a change control form detailed at D3. Change control forms will be considered at Review meetings or if the issue needs to be resolved urgently, through correspondence.

If the change is agreed by both parties (such agreement not being unreasonably withheld) it shall be signed by an authorised representative of the WT and the successful Bidder’s Account Manager or nominated deputy and shall constitute a change to this Contract. If the change is not agreed, the reason for rejection shall be recorded on the form, and as agreed, either:

* It will be revised and resubmitted or
* There will be no further action.

Any work undertaken by the successful Bidder, its sub-Contractors or agents, which has not been agreed in accordance with the provisions of this Schedule, shall be undertaken entirely at the expense and liability of the successful Bidder.

**D3 Contract Change Control Form (Variation to Contract)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Number** |  | **Contract Manager** |  |
| **Contractor** |  | **Original Contract Value (£)** |  |
| **Contract Start Date** |  | **Contract Expiry Date** |  |

|  |  |
| --- | --- |
| **Title of Change Control** |  |
| **Originator of Change Control**  **(tick as appropriate)** | WT 🞎 **Contractor**  🞎 |
| **Date** |  |
| **Reason for Change Control** |  |
| **Summary of Change Control**  **(e.g. specification, finances, contract period)** |  |
| **Date of Change Control commencement** |  |
| **Date of Change Control expiry**  **(if applicable)** |  |
| **Total Value of Change Control £**  **(if applicable)** |  |
| **Payment Profile (if applicable)**  **e.g. milestone payments** |  |
| **Revised daily rate (if applicable)** |  |
| **Impact on original contract**  **(if applicable)** |  |
| **Supporting Information**  **(please attach all supporting documentation for this Change Control)** |  |
| **Change Control Agreed**  **For the Contractor: For the WT:**  **Signature………………………… Signature…………………………..**  **Full Name………………………... Full Name…………………………**  **Title………………………………. Title…………………………………………….**  **Date…………………………….… Date……………………………………………** | |

**Please note that no works should be undertaken, and no invoices will be paid until both copies of the Contract Change Control are signed, returned & counter-signed.**

|  |  |  |  |
| --- | --- | --- | --- |
| **To be entered by Project Manager:** | | | |
| **Date received** |  | **Reference Number** |  |

Documents to complete and sign

**E1**

**Provision of Tender Acknowledgement**

**For Attention Of:** **Elaine MacAskill**

**Email: elainemacaskill@woodlandtrust.org.uk**

**Name of Sender:**

**Bidder Name:**

Offer Reference: WT­\_ITT\_Eisg Brachaidh-Fencing tender\_001

**I acknowledge safe receipt of the above invitation to tender and confirm we \* will/ will not be responding by the closing date indicated.**

**Please return by 1pm 13th March 2020**

(\* please delete)

**Signature:**

**Title:**

**Company:**

**E2**

**Supply of Certificate as to Bona Fide Tendering**

To:

The Woodland Trust (hereinafter called "the WT")

The essence of selective tendering is that the WT shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertaken that I/We will not do at any time of the following acts:

a) Communicate to a person other than the WT, the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender).

b) Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any Tender to be submitted.

c) Offer or agree to pay or give any sum of money, inducement 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 the services any act or omission.

Signed (1)……………………………………. Status…………………………………….

(2) …………………………………... Status.…………………………………….

(for and on behalf of ..……………………………………………………………………. )

..……………….…………………………………………………………………………….

Date .…... / ….... / …....

**E3**

**Provision of Deviation from Tender**

Please list deviations from the Tender below. (All deviations will only be considered at the time of evaluation of the tender proposal. The WT reserves the right to reject any deviations proposed).

SIGNED ……………………………………………….

TITLE ……………………………………………….

COMPANY ……………………………………………….

DATE ….. / ….. / …..

**E4**

## Declaration of Confidential and Commercially Sensitive Information

Please provide below any information that the WT has requested within this Invitation to Tender that the Bidder feels is confidential in nature or commercially sensitive, and provide details of the reason why.

SIGNED ……………………………………………….

TITLE ……………………………………………….

COMPANY ……………………………………………….

DATE ….. / ….. / …..

**E5**

**Supply of Form of Tender**

I/We …………………….………........................……………………................. (the Bidder)

of ..........................…………………….………………………………………

.........................……………………………………………………..………

AGREES

1 that this Tender and any contract arising from it shall be subject to the Terms and Conditions of Contract and any Supplementary Conditions of Contract where appropriate and all other terms (if any) issued with the Invitation to Tender; and

2 to supply goods/services in respect of which its tender is accepted (if any) to the exact Requirement/Specification outlined in Section A and relevant Appendices.

3 that all documents in Section E have been read, understood and signed by an authorised representative of the Bidder’s organisation. Thereby binding the Bidder to the requirements set out in each document in Section E.

Dated this ……………………………… day of ……………………. 20 ……….

Name (print) ……………………………………………………………………………

Signature ……………………………………………………………………………

Title ……………………………………………………………………………

Company ……………………………………………………………………………

**E6**

**Declaration of Conflicts of Interest**

Please provide below any information that you feel should be disclosed in relation to other business interests you have been previously involved with, are currently engaged in or are considering involvement with for the future that you can identify at the time of returning your bid may conflict with this Invitation to Tender Process and/or directly with the core aims of the Woodland Trust

SIGNED ……………………………………………….

TITLE ……………………………………………….

COMPANY ……………………………………………….

DATE ….. / ….. / …..

**E7**

**Tender Contact details**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Full Name of Company: | |  | | | |
| Lead Bidder (applicable) | | Yes/No | | | |
| Address of Registered Office: | | Trading Names (or former names, in the last 5 years) if any | | | |
| Telephone No: |  | |  | Fax No: |  |
| E-Mail: |  | |  | Web Site: |  |

Please define the legal status of organisation (E.G. Private or Public Limited company, Charity, partnership, etc.)

|  |
| --- |
| Organisation Registration Number: |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Address of office where service will be provided from *(if different to above):* | |  | | | |
| Telephone No: |  | |  | Fax No: |  |
| E-Mail: |  | |  | Web Site: |  |

|  |  |
| --- | --- |
| Contact Name (for Tender queries) |  |
| Email: |  |
| Telephone No: |  |

**E8 Bill of Quantities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***A10.1 Ground Preparation*** | | | | | |
| ***Item*** | **Quantity** | **Price Per Unit**  **£ Ex VAT** | **Total Price**  **£ Ex VAT** | **Total Price**  **£ Inc VAT** | **Additional Information Required:** |
| ***Deer Fencing – as per FGS spec and appendix 2 – to keep red and sika deer out*** | 17600 |  |  |  | **Method Statement provided on a separate sheet** |
| ***Vehicle access Deer Gates*** | 8 |  |  |  |  |
| ***Water gates*** | 4 |  |  |  |  |
| ***Self-close pedestrian gates*** | 3 |  |  |  |  |
| ***Total*** |  |  |  |  |  |

**Appendix 1** - WT General Conditions of Contract

Please refer to Appendix 1 - WT General Conditions of Contract as attached to the email containing this ITT, or the hard copy enclosed if this Invitation to Tender was received in paper format.

**Appendix 2 - Specification**

**Appendix 2A** - Woodland Trust Deer Fencing specification

**Appendix 3 - Site Plans**

Please refer to the two A3 maps in PDF format attached to the email containing this ITT, or the hard copy enclosed if this Invitation to Tender was received in paper format.

**Appendix 3A** – Eisg Brachaidh Deer Fencing plan

**Appendix 3B** – Eisg Brachaidh authorised access route