

Statement of Requirements

Saving Scotland's Red Squirrels Project: Developing Community Action

Grey Squirrel Control in Dunkeld – Ballathie area 2021

Contract: SSRS 83852/B9

Compiled by: Lucy Lush SSRS-DCA Assistant Project Manager Issued on: 10th March 2021



Saving Scotland's Red Squirrels Project: Developing Community Action Grey Squirrel Control Dunkeld – Ballathie area: Contract SSRS 83852/B9

Statement of Requirements

Overall Purpose

To contribute to *Saving Scotland's Red Squirrels'* strategic programme of targeted control of grey squirrels to prevent them spreading northwards into Scotland's core red squirrel populations situated north of the Highland Line, and to benefit red squirrels more locally in Tayside where they currently overlap with grey squirrels.

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1. Purpose of work

The contractor will conduct humane grey squirrel control in a critical landscape within the Dunkeld – Ballathie area in co-operation with other grey squirrel control in the *Saving Scotland's Red Squirrels* (SSRS) Project in Tayside, including where necessary, in the National Forest Estate.

The control work will be conducted in accordance with SSRS's Standard Operating Procedures for Grey Squirrel Control (as amended 2020), and in consultation with the SSRS Conservation Officer for Tayside who will co-ordinate all grey squirrel control in the area.

2. Contract Start and End Dates

The contract should start and end between the following dates:

Earliest contract start date: 1st May 2021 Latest contract end date: 15th August 2021.

We estimate there to be 12 weeks' (420 hours) worth of grey squirrel control work. The precise dates may be negotiated with the SSRS Conservation Officer for Tayside; however, all works must be complete by mid-August 2021.

3. Background

Saving Scotland's Red Squirrels – Developing Community Action is a 5-year project running from April 2017 to March 2022. It aims to secure thriving red squirrel populations in the Highlands, Argyll, North-East Scotland, northern Tayside and Stirlingshire by protecting them from replacement by grey squirrels spreading northwards from the Central Lowlands and outwards from Aberdeen City.

The project is led by The Scottish Wildlife Trust in partnership with Scottish Natural Heritage, Scottish Forestry, RSPB Scotland, Scottish Land & Estates and Red Squirrel Survival Trust. Funding comes predominantly from the National Lottery Heritage Fund, Forest & Land Scotland and SSRS Project Partners.

Red squirrels are present in Tayside with strong populations across Perth & Kinross and Angus. Unfortunately, grey squirrels are well established in southern parts of Tayside, and are constantly spreading northwards. Where grey squirrels become established, we typically see a subsequent decline or disappearance of red squirrels unless control measures are taken.

Over the past 11 years SSRS's sustained and systematic grey squirrel control across the Highland Line (Map 1.) has reduced the density of grey squirrels across the region and in many areas red squirrels have returned. We need to continue control work to maintain this recovery.

Map 1. The Priority Control Zone of 10km width (plus 2km buffer) along the Highland Line where SSRS control work is focussed. The contractor will work flexibly in a section of this zone as specified, or as agreed with the SSRS Conservation Officer Tayside.



To enable us to understand how grey squirrel populations are responding to the SSRS project control we need to collect and analyse trapping figures from all Project staff and contractors, and landowners trapping in cooperation with SSRS. This includes trapping effort as well as details of catch, so that we can measure success and adapt the control strategy accordingly.

4. Geographical scope of this contract

This contract will focus on the landscape from approximately Craigvinean Forest (to the west of Dunkeld) to Taymount Forest (north of Stanley) to Kinclaven to Forneth, covering critical ground where an absence of control measures could result in a build-up of grey squirrels, where it is not already covered by landowners under Forestry Grant Scheme (FGS) funding for grey squirrel control. Refer to the 'Contractor Target Area – West Tayside' map. <u>The precise locations will be agreed in consultation with the SSRS Conservation Officer Tayside</u>.

5. Scope of the control work

The contract grey squirrel controller will

5.1 Carry out grey squirrel control within specific woodlands within the circled area highlighted on the 'Contractor Target Area – West Tayside' map. This will include work on the National Forest Estate.

5.2 Carry out majority of control using single-catch live cage traps (some areas of high public footfall require use of more discreet traps, i.e. elgeecoe trap). SSRS-owned traps can be provided on loan where necessary. Traps will be checked twice daily and grey squirrels will be dispatched using appropriate, humane methods in accordance with the Project's Standard Operating Procedures for Grey Squirrel Control (as amended in 2020). All work will be carried out following best practice and in line with relevant legislation. **Please note** that cranial concussion is the only dispatch method permitted on the National Forest Estate.

5.3 Deploy a minimum of 20 traps in grey squirrel habitat at each location in sites where trapping is likely to be most effective, specifying how traps will be sited and managed such that interference by members of the public, dogs or wildlife can be minimised.

5.4 Deploy a further (minimum of) 20 traps on pre-bait simultaneously. Bait (clean whole maize) should be topped up half-way through the pre-bait session.

5.5 Place traps on pre-bait for ~1 week prior to trapping and then run for 2 weeks to ensure good coverage.

5.6 Clean and disinfect all traps as per SSRS's Standard Operating Procedures for Grey Squirrel Control (as amended 2020) once they have been removed from a woodland. All borrowed SSRS-owned traps to be returned to the store (clean) upon completion of the contract (the store is located within the circled area on map).

5.7 Be responsible, in all areas covered, for liaising with the relevant forest/estate managers and staff regarding access permission – **NB** written access permission has already been obtained.

5.8 Maintain records to agreed SSRS project standards including number and location of traps used (<u>GPS readings for each trap used must be given</u>), details of pre-baiting and trapping dates, and numbers of squirrels taken. Submit accurate records monthly to the SSRS Conservation Officer Tayside. Excel data collection sheets will be provided by the SSRS Project.

5.9 Note that all rights to the results of the work, including any copyright or any other form of intellectual property rights ("the property rights") shall be owned by *Saving Scotland's Red Squirrels*. Output from the work may be used by the Project Partners for policy development, site-based management or conservation purposes. Any work resulting in external publications shall be subject to written consent from the Scottish Wildlife Trust, although such consent will not be unreasonably withheld.

6. Reporting Timetable

Reporting should be monthly at the end of each calendar month's trapping, using SSRS-DCA project Excel spreadsheets and must include records of trapping effort, captures and incidental sightings.

In addition, there should be regular liaison between the contractor and the SSRS Conservation Officer Tayside, who will be responsible for co-ordinating grey squirrel control within the Highland Line in Tayside.

7. Health and Safety

Please see Health and Safety requirements below.

It will be the responsibility of the contractors to ensure that all control is carried out in line with animal welfare legislation.

If it is intended that an air weapon will be used to carry out dispatch, a current air weapon or firearms certificate which includes air weapons, must be provided with tender documentation.

8. Contract Conditions

Scottish Wildlife Trust's Conditions of Contract for the Purchase of Services (see below) will apply.

9. Payments

Payments will be made:

- monthly on submission of invoices and
- conditional upon receipt of records of the relevant period's trapping to SSRS-DCA project standards using the data collection sheets provided by SSRS.

10. Tender submission requirements

Submissions should include the following points to include evidence to support the evaluation criteria in Section 11 below:

- Details of personnel involved in the contract (yourself and any employees)
- Total cost, including VAT (please indicate your VAT status) to include costs of staff time, vehicle usage (mileage, fuel and maintenance costs), materials, consumables and other costs as relevant.
- Details of all current, relevant health & safety policies, insurance and risk assessments.
- Copy of current air-weapon / firearms licences (if applicable)

11. Evaluation criteria

The suppliers' responses will be evaluated against the following list of criteria:

- (1) Technical Requirements Suppliers demonstrate their ability to carry out grey squirrel control in a humane and professional yet low-key manner.
 (2) Awareness of Legislation Suppliers demonstrate understanding and awareness of relevant legislation.
 (3) Liaison Capabilities Suppliers demonstrate their ability to work with Forestry staff and members of
- the public. (4) Recording - Suppliers demonstrate capability of keeping and supplying detailed trapping records to
- the standards required by the SSRS Project.(5) Health & Safety Suppliers demonstrate their ability to meet the Health and Safety aspects of the requirements

(6) Flexibility - Suppliers demonstrate their ability to work flexibly across the areas defined above.

(7) Schedule of Costs - Assessment of the supplier in relation to value for money.

12. Nominated Officer

Any Supplier requiring further clarification of any points in this Statement of Requirements should address their enquiries to the contacts listed below (e-mail/telephone preferred).

Project / Grey Squirrel Control Matters
Ann-Marie MacMaster
Conservation Officer Tayside

Contract Matters

Dr Lucy Lush Assistant Project Manager Saving Scotland's Red Squirrels Scottish Wildlife Trust Harbourside House 110 Commercial Street Edinburgh, EH6 6NF

Tel: 07739 428211 Email: <u>amacmaster@scottishwildlifetrust.org.uk</u>

Tel: 07423 028 689 Email: <u>llush@scottishwildlifetrust.org.uk</u>

1 INTERPRETATION

In these Conditions:-

"the Contract" means the agreement for the supply of the Specified Services concluded between the Company and the Contractor by acceptance of the Order, subject to these Conditions;

"the Contractor" means the person who by the Contract undertakes to supply the Specified Services to the Company as is provided for in the Contract. Where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners;

"the Company" means the Scottish Wildlife Trust;

"the Specified Services" means the services to be provided by the Contractor to the Company as specified in the Order and any specification or other document referred to therein;

"the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by the Company under the Contract for the full and proper performance by the Contractor of its part of the Contract;

"Document" includes, in addition to a document in writing, any map, plan, design, drawing, picture or other image, or any other record of information in any form;

"Input Material" means any Document or other material, and any data or other information provided by the Company relating to the Specified Services;

"Order" means the Company's purchase order to which these Conditions are annexed; and

"Output Material" means any Documents or other material, and any data or other information provided by the Contractor relating to the Specified Services.

The headings to Conditions shall not affect their interpretation.

2 CONSTITUTION OF THE CONTRACT

Any Order raised in writing by the Company constitutes an offer on the part of the Company to acquire the Specified Services subject to these Conditions which must be accepted in writing by the Contractor or by the actual execution of the Order. The Company shall not be liable for any Order unless it is issued or confirmed on its official order form and signed by the designated officer of the Company.

3 VARIATION OF CONDITIONS

3.1 The Specified Services shall be provided in accordance with the Order and these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by a duly authorised official of the Company.

3.2 Acceptance of an Order will be deemed to bind the Contractor to these Conditions and no Specified Services shall be supplied by the Contractor, their employees, agents or representatives, except in accordance herewith. The Contractor's Conditions of Service do not form part of the Contract.

4 SPECIFICATION

The Contractor shall provide the Specified Services in all respects in accordance with the Order, any document or specification referred to therein and any other undertaking given by the Contractor as to the basis upon which the Specified Services would be provided. Except where the Company has agreed otherwise, the Contractor shall at its own expense provide all materials necessary for the provision of the Specified Services. In providing the Services, the Contractor will comply with all applicable standards and any Statute, Statutory Rule or Order or other Regulations which may be in force from time to time. **5 DEFAULT BY CONTRACTOR**

If the Contractor shall have failed to comply with any terms of the Contract, either in relation to time of provision of the Specified Services or otherwise, the Company shall be entitled to avail itself of any of the following remedies at the Company's discretion:-

5.1 rescind the contract;

5.2 give the Contractor the opportunity to re-perform or remedy any default in performance of the Specified Services at the Contractor's expense so that they comply with the terms of the Contract;

5.3 refuse to accept any further Service provision without any liability to the Contractor;

5.4 obtain at the Contractor's expense such work as may be necessary to make good any failure in the provision of the Specified Services; and

5.5 claim such damages, costs and expenses as the Company may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law.

5.6 These rights shall be in addition to and without prejudice to any other rights the Company may have.

6 FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use its best endeavours to fulfil its obligations under the Contract.

7 PRICE AND PAYMENT

7.1 The Contract Price shall be 'net', that is, after deduction of all agreed discounts. It shall include the cost of materials necessary for the provision of the Specified Services, save where the Order provides otherwise. The amount of any duty (including VAT) additional to the Contract Price and any early settlement discounts shall be shown separately in the Contract.
7.2 Payment for the Specified Services will normally be made within 30 days of receipt and agreement of the Contractor's invoice.

7.3 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with the Company.

7.4 No increase in price will be accepted (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without prior written agreement with the Company.

8 RIGHTS IN THE INPUT MATERIAL AND THE OUTPUT MATERIAL

8.1 The property and any copyright or other intellectual property rights in any Input Material and any Output Material shall belong to the Company.

8.2 The Contractor will forthwith upon request execute a formal assignation of any intellectual property rights in any Output Material requested by the Company and will assist the Company upon request in whatever way is necessary to procure the transfer of the ownership and benefit of any copyright or other intellectual property rights in any Output Material to the Company.

8.3 The Contractor shall treat the Order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Company's written consent or infringe any copyright, patent, trade mark, trade name or registered design vested in the Company.

8.4 All materials, drawings, patterns, gauges, samples, specifications and other technical data prepared by the Contractor in connection with the Contract shall be the Company's property and the Company may reproduce and use the said items freely for any purpose whatsoever.

9 WARRANTIES AND LIABILITIES

The Contractor warrants to the Company:-

9.1 that the Specified Services will be provided using reasonable care and skill in accordance with the Order and any document

referred to therein and at the intervals and within the times specified in the Order;

9.2 that in performing the Specified Services the Contractor will comply with all statutory requirements and regulations relating to the provision of the Specified Services ;

9.3 that in performing the Specified Services the Supplier will comply with all obligations upon it under the Health & Safety at Work Act 1974 or under any other regulations or orders. 10 INDEMNITY

Without prejudice to its liability for breach of any of the obligations under the Contract the Contractor shall be liable for and shall indemnify (and keep indemnified) the Company against all liability, loss, damages, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law as a result of or in connection with:-

10.1 breach of any warranty given by the Contractor in relation to the Specified Services;

10.2 any claim that the provision of the Specified Services infringes the patent, copyright, design right, trademark or other intellectual property rights of any person, except to the extent that the claim arises from compliance with any specification supplied by the Company;

10.3 any act or omission of the Contractor or its employees, agents or sub-contractors in supplying the Specified Services;

10.4 any loss of or damage to property caused during the provision of the Specified Services;

 $10.5\,$ any injury to any person, including injury resulting in death, save where such injury or death is caused by negligence on the part of the Company; and

10.6 any financial or economic loss except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Company, its service or agents.

11 INSURANCE

11.1 The Contractor shall insure and keep insured against its full liability under Condition 10. Such insurance by the Contractor shall be a condition precedent of the Contract.

11.2 If requested, any (sub-)Contractor to produce documentary evidence that the insurance is properly maintained.

11.3 The Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify the Company against any tax, National Insurance contributions or similar impost for which the Consultant may be liable in respect of the Contract.

12 TRANSFER AND SUB-CONTRACTING

Neither party shall assign the whole or any part of the Contract. The Contractor shall not sub-contract the provision of the Specified Services without the previous consent in writing of the Company. 13 INDUCEMENT TO ENTER CONTRACT

13.1 The Contractor shall not offer to the Company or its representatives as a variation of the conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.

13.2 The Contractor shall not offer or give or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this or any other Contract with the Consultant or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Consultant is drawn to the Prevention of Corruption Acts 1889 to 1916.

14 INSOLVENCY

The Company may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:-

14.1 if the Contractor, being an individual, or, where the Contractor is a firm any partner in that firm shall become insolvent or notour bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or

14.2 if the Contractor being a company shall pass a resolution, or the Court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction) or if an administrative receiver on behalf of a creditor shall be appointed, or if the Court shall make an administrative order, or if circumstances shall arise which entitle the Court or a creditor to appoint an administrative receiver or which entitle the Court to make a winding-up order or administration order; provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

15 PUBLICITY

The Contractor shall not advertise that it is supplying goods or undertaking work for the Company, or use the Company's logo without the prior consent of the Company.

16 CANCELLATION

Any Order raised by the Company may be cancelled at any time by the Company giving the Contractor notice in writing. A fair and reasonable price shall be paid for all work in progress/goods received at time of the cancellation which is subsequently received by the Company. The Company shall not be liable for any loss to the Contractor including consequential loss.

17 NOTICE

Any notice required to be given in writing under the Contract shall be given where possible by e-mail, facsimile or by first class post addressed to the registered office of the party for which it is intended (or to such other address as may be notified in writing in accordance herewith for the purposes).

18 WAIVER

No failure or delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by the Company of any breach by the Contractor of any of its obligations under the Contract shall not affect the rights of the Company in the event of any further or additional breach or breaches.

19 VALIDITY

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

20 LAW

The Contract shall be governed by and construed in accordance with Scots Law and the parties hereto prorogate the non-exclusive jurisdiction of the Scottish courts.



Notes for Contractors: Presentation of Tender

- Tenders must be submitted in duplicate.
- Tenders must be signed by the tenderer's authorised representative or representatives.
- The Trust will select the tenderer whose bid represents the best compromise between technical quality and cost.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

Tender documents should contain the following:

- A section giving the *background and experience of the proposing organisation* and its competence for delivery of the contract
- The *personnel proposal* for each of the professional staff to be involved to include their curriculum vitae and a description of their duties in fulfilling delivery of the services.
- A description of the proposed methods for delivery of the contract
- An outline of the timetable for delivery of the contract showing start and end dates.
- A financial quote and payment schedule. This must be a fixed price (unless otherwise stated) and include all charges. If VAT is to be charged this should be shown as a separate element.



Contact name:	 	
Company name:	 	
Address:	 	

Daytime Phone number:______ Evening Phone No. (if different): _____

Mobile Phone number: _____

Number of employees: _____

COMPANY OPERATIONS	Yes	No
Do you have a health and safety policy? *(see note 1) Please append a copy of this		
Do you have a health and safety manual and procedures?		
Is there an appointed person within your organisation responsible for health and safety matters? * (see note 2)		
INSURANCE POLICIES HELD		
Do you have employers and public liability insurance? Please append a copy of this . If appointed you will be required to have PLI and ELI (if applicable) in place for the duration of the contract. Do you have preferences and indemnity incurrence? *(applicable applicable) in the second sec		
Do you have professional indemnity insurance? *(see note 3) Please append a copy of this		
Do you have contractors all risk insurance? *(see note 4) <i>Please append a copy of this</i>		
HEALTH & SAFETY LEGISLATION		
Do you carry out risk assessments? If selected as a contractor you may be required to submit your risk assessment for the contracted works		
Do you have a formal accident and near miss investigation and reporting procedure?		
PHYSICAL WORKS ON-SITE		
Do you operate a maintenance and inspection system for work equipment? *(see note 4)		
Are you aware of the responsibilities imposed by the Construction Design and Management Regulations *(see note 5)		
Are you aware of the current health and safety legislation which governs your activities? *(see note 6)		
PROSECUTIONS		
Can you confirm that, during the past 5 years, your company, or any senior executive, has not been prosecuted for any Health & Safety offences. If you cannot so confirm please provide details and outline procedures adopted to prevent a reoccurrence of the failing(s).		
Can you confirm that, during the past 5 years, your company, or any senior executive, has not been prosecuted for any offence under the Environmental Act 1990 (as amended).		

Signed: _	 	 	
Name (printed): _	 	 	
Date: _	 	 	

Notes

- 1. If you employ 5 or more staff you are required to have a Health & Safety Policy under Health and Safety at Work legislation. You should include your most recent signed and dated Policy Statement with the Organisation and Arrangements for implementation.
- 2. If "Yes" please provide their name and professional qualifications. If "No" please provide details of the health & safety consultant who assists you with health & safety issues.
- 3. If the contract for which you are tendering is of an advisory, professional or consultancy nature which could result in current or future claims against the Trust, the landowners or their singular successors then you will require to exhibit such cover if appointed.
- 4. If the contract for which you are tendering involves construction, demolition or the accomplishment of other practical operations then you will require to exhibit such cover if appointed. You must also be able to demonstrate that all plant and equipment to be used by your organisation is regularly inspected, serviced and maintained. If you have established written procedures a copy of these should be submitted.
- 5. If the contract for which you are tendering involves provision of planning supervision (as required by the Construction, Design and Management Regulations), you must be able to demonstrate that you are familiar with the responsibilities imposed by these regulations and, if selected, submit copies of site registrations, pre work health and safety plans, planning supervisors and designers (as applicable to the contract).
- 6. Contractors engaged by the Scottish Wildlife Trust shall carry out their work activities in accordance with all appropriate statutory legislation as amended including, but not limited to:-

The Health and Safety at Work etc. Act 1974
The Management of Health and Safety at Work Regulations 1999
The Construction (Design and Management) Regulations 1994
The Construction (Health, Safety and Welfare) Regulations 1996
The Workplace (Health, Safety and Welfare) Regulations 1992
The Construction (General Provisions) Regulations 1961, partially revoked
The Personal Protective Equipment (Amendment) Regulations 1994
The Construction (Head Protection) Regulations 1989
The Provision and Use of Work Equipment Regulations 1998
The Lifting Operations and Lifting Equipment Regulations 1998
The Manual Handling Operations 1992
The Noise at Work Regulations 1998
The Control of Asbestos at Work (Amendment Regulations) 1998
The Asbestos (Licensing) (Amendment) Regulations 1998
The Control of Lead at Work Regulations 1998
The Control of Substances Hazardous to Health Regulations 1999
The Gas Safety Installations and Use Regulations 1998
The Electricity at Work Regulations 1989
The Fire Precautions (Workplace) (Amendment) Regulations 1999
The Fire Certificate (Special Premises) Regulations 1976
The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
The Safety Representatives and Safety Committees Regulations 1977
The Health and Safety (First Aid) Regulations 1981