



16th August 2021

Dear Sir /Madam,

The John Muir Trust (the Trust) invites your submission of a tender for the provision of services and/or goods in accordance with the conditions detailed in the attached documents.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering

Your tender response must be received in the following format and conditions:

1. Full completion of the “Tender Response” document (Annex 2) in order that it is regarded as compliant. Those tenders returned not completed may be treated as void.
2. Tenders are to be submitted electronically to tender@johnmuirtrust.org.
3. Your return tender must be received not later than **12:00 pm on Monday 6th September 2021**. Failure to meet this date may result in the tender being void.

Bidders will receive notification regarding the success of their bid in week commencing 13 09 2021. Please note the submission of bids does not create any obligation on The John Muir Trust to award the contract or to award it to the lowest bidder. Please see below for selection criteria.

As this tender is being carried out by way of a sealed process, should you require further information or clarification regarding this process please contact the Trust representative at the following address: tender@johnmuirtrust.org. The Trust representative will ensure that all applicants have access to the same information. You are prohibited from making direct contact with any other member of Trust staff involved in, or in relation to, matters pertaining to this process. Non-compliance with this instruction may result in the tender being void.

We look forward to receiving a tender from you and thank you for your interest.

Yours faithfully,
John Muir Trust



PART 1: TENDER INFORMATION

1. Introduction

The John Muir Trust is a conservation charity dedicated to the experience, protection and repair of wild places across the UK. Founded in 1983, we care for some of the finest wild places in the UK, including Ben Nevis, Helvellyn and Sandwood Bay. Over 25,000 members, supporters and partners contribute to our work.

We increasingly work in partnership with other charities, businesses and government departments to use our expertise to protect and repair wild places outside of those that we own. We are committed to working in partnership with community interests wherever we operate including in the farming, tourism and wider local economy.

For further information, we encourage you to visit our website: www.johnmuirtrust.org

2. Our Intentions and Goals of the Project

Project Goal:

1. The John Muir Trust is seeking tenders to carry out work in relation to control of deer.

2.1. Provisional timetable

Activity	Date
Issue Tender Notice and Invitation to Tender	Week of 16/08/2021
Deadline for receiving and responding to questions from Bidders	27/08/2021
Return of tenders (Closing Date)	Midday 06/09/2021
Tender Review Date	06/09/2021
Bidders notified of Trust decision	Week of 13/09/2021
Contract(s) issued	tbc
Contract (s) go live date	tbc

3. Description of Service

3.1. Title: Deer control

3.2. Objective: Deer culling across Trust landholdings partially, individually, or collectively



3.3. Scope of Work

The John Muir Trust is a conservation charity dedicated to the experience, protection and repair of wild places. In the absence of natural predators, we cull deer on nine properties (details in Annex 1) and are aiming to significantly increase deer culling across our landholdings to deliver our charitable and public objectives with respect to habitat, climate change and biodiversity. We are seeking expressions of interest by parties interested in undertaking deer culling across these landholdings, partially, individually or collectively. We are specifically seeking information on how potential tenderers would meet the need to:

John Muir Trust Deer Management Objectives

1. Restore and enhance **natural processes** (i.e. natural woodland regeneration, peatland restoration)
2. Maximise local **community benefit** from venison
3. Build local skills and capacity to develop **community deer control**

Regulation, guidance & data

4. Comply with **laws and regulations**, including, but not limited to The Wildlife and Natural Environment (Scotland) Act 2011; The Nature Conservation (Scotland) Act 2004;
5. Comply with **Health & Safety** legislation and procedures, Risk Assessment approach, public liability insurance which a minimum of £5 million cover and professional indemnity insurance with a minimum of £1 million cover.
6. Follow **Best Practice Guidance** on Management of Wild Deer in Scotland and providing opportunity for auditing to ensure standards are maintained
7. Use **non-lead ammunition**
8. Maintain accurate GPS **deer cull records** and **carcase data**

Access, neighbours and reputation

9. Ensure unrestricted **public access** at all times
10. Work with us as a landowner that retains **concurrent rights including regular contact and updates**
11. Maintain **communication** with relevant crofters, tenants, neighbours
12. Risk assess and implement **conflict management** procedures for potential conflict situations
13. Maintain respect for the John Muir Trust and its **reputation** at all times

Ethos

14. Minimise the **impact on habitats** in extraction methods, e.g. by leaving carcasses or butchering carcasses (with appropriate food hygiene measure) on the hill where necessary
15. Minimise **carbon footprint in all management operations**, e.g. minimising use of vehicles and ground damage on carbon rich soils



Compliance

3.3.1 The Bidder will be expected to adhere to the following:

- All relevant documentation (Receipts and Invoices) is presented to The John Muir Trust in good condition and time without alteration.
- The John Muir Trust reserves the right to request the successful Bidder and their staff to undergo a security and supplier vetting process.
- The John Muir Trust will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the Bidder or injury of his/her employees while in the execution of their duties.
- The John Muir Trust can visit the site at any time to review progress.
- All relevant Health & Safety and other relevant legislation as may be appropriate to the scope of work including supply of a specific risk assessment to cover all aspects of the work for each site
- The contract will be entered into subject to the signing of the Contractor Agreement and Confidentiality Agreement by both parties.

3.4. Responding to the Tender Invite

Please complete the attached tender response document (Annex 2) and return in PDF format alongside any supporting documentation, by e-mail to tender@johnmuirtrust.org by **12:00 pm on 06 09 2021**

3.5. Reporting and The John Muir Trust Co-ordination:

3.5.1. For any questions, administrative or contract matters, you can reach us through e-mail at tender@johnmuirtrust.org. Due to the sealed nature of the tender process (see section 4.1), all queries will be handled by a staff member separate and removed from the Tender panel. The Tender panel will be Mike Daniels, Rich Williams, Kevin Cumming and David Balharry. Please note the Tender panel will also include Ian Fergusson from Forestry & Land Scotland. No direct contact with the Tender panel is permitted.

3.6. Timing

3.6.1. The Service provision shall be effective immediately upon signing of the contract.

4. Conditions for Tendering Participation

All responses and supporting documentation shall become the property of The John Muir Trust and will not be returned. The John Muir Trust ultimately reserves the right



throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to the John Muir Trust regarding this Invitation to Tender:

- Neither issuance of this Invitation to Tender nor receipt of proposal represents a commitment on the part of the John Muir Trust.
- The John Muir Trust will not be responsible for, or in any way liable for, any costs incurred by tenderers in the preparation of any responses or presentations relating to this tender process

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

4.1. Sealed Tender

The Trust is carrying out this tender process under the principles of a sealed tender. The implications of this are the following:-

- The tender panel receive an anonymised version of the tender application (so far as practicable). This promotes an equal tendering process as the Bidder is not identifiable.
- All questions in relation to the tender are addressed and responded to the Trust representative who is distinct and removed from the Tender panel
- A scorecard and assessment criteria is used by all Tender panel members to ensure consistent scoring of tenders against the Award Criteria noted in Section 5
- Bidders should submit tender documentation in an anonymised form where possible and should actively consider the sealed tender process when creating documentation to be submitted
- Contact with those on the tender panel or involved in work relevant to the services being tendered is prohibited until after the contract has been awarded. This does not prohibit contact with Trust staff in the normal course of business.

5. Award Criteria

A set of detailed evaluation criteria has been prepared by the Trust for the evaluation of every Submission. This will reflect the components of the scope of work (section 3.3) with weightings agreed by the Tender panel. Not all components will receive equal weighting.

PART 2: CONDITIONS FOR TENDERING

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b) **Bidder** - a person or organisation who bids for the tender.
- c) **Conditions** - the conditions set out in this Tender document.
- d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- e) **Goods and/or Services** - everything purchased by the John Muir Trust under the contract.
- f) **Invitation to Tender** - the Tender Information, these Conditions,
- g) **John Muir Trust** - The John Muir, Trust a charitable company limited by guarantee registered in England and Wales (company number SC002061; charity number SC081620) whose registered office is at Tower House, Station Road, Pitlochry, PH16 5AN
- h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by John Muir Trust to the Supplier, or specifically produced by the Supplier for John Muir Trust, in connection with the tender.
- i) **Supplier** - the party which provides Goods and/or Services to the John Muir Trust.

2. The Contract

The contract awarded shall be for the supply of services as outlined above. The John Muir Trust reserves the right to undertake a formal review of the contract after two months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in the John Muir Trust's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to the John Muir Trust relating to the tender must be in electronic form and addressed to the persons identified in the Cover Letter. Any request for information should be received by the date specified in the timetable above.

5. Acceptance of tenders

The John Muir Trust may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that The John Muir Trust so wishes. The John Muir Trust is under no obligation to accept the lowest or any tender.

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve The John Muir Trust's Specification) these may, at the John Muir Trust's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. The John Muir Trust is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract, and all associated documentation (including the Specification) and any other information relating to John Muir Trust's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by the John Muir Trust by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without the John Muir Trust's prior written consent, for any purpose except that of tendering for business from the John Muir Trust;
- not disclose the Confidential Information to third parties without the John Muir Trust's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the John Muir Trust;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify the John Muir Trust immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.



10. Award Procedure

The John Muir Trust's Tender Panel will review the Bidders and their tenders to determine whether they will award the contract to any one of them.

11. Information and Record Keeping

The John Muir Trust shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which The John Muir Trust receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with The John Muir Trust's Anti-Bribery and Corruption Policy (attached to these Conditions).

13. Child Protection

All Bidders are required to comply fully with The John Muir Trust's Child Safeguarding Policy (<https://www.johnmuirtrust.org/resources/686-safeguarding-policy>).

14. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.



Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of the John Muir Trust which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between the John Muir Trust, and any other The John Muir Trust entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than the John Muir Trust the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either the John Muir Trust or any other The John Muir Trust entity if so required.

Annex 1 - John Muir Trust Deer Management Landholdings

Property	Area (ha)	Crofting tenure?	Deer Management Group area*	Available deer larder	Approximate <i>current annual (red) deer cull</i>**
Glenlude (Borders)	149		Borders Deer Management Group	No	20-30***
East Schiehallion (Perthshire)	871		Breadalbane		50-100
Ben Nevis (Lochaber)	1,761		Mid West		100-120
Li & Coire Dhorrcail (Knoydart)	1,255		West Knoydart		50-100
Sconser (Skye)	3,948	Y	Skye		20-30
Torrin (Skye)	1,821	Y	Skye		10-20
Strathaird (Skye)	6,191	Y (partial)	Skye	Strathaird (John Muir Trust)	50-60
Quinag (Assynt)	3,699	Y (partial)	West Sutherland (Assynt Peninsula)	Assynt community larder (Glencanisp Lodge)	120-130
Sandwood (Assynt)	4,703	Y	North West Sutherland		50-60
<i>Total</i>	<i>24,398</i>				<i>470-650</i>

* Trust not necessarily a member of group

** Current cull – expect to cull more

*** includes sika and roe



Annex 2 – DEER CULLING ON JOHN MUIR TRUST LANDHOLDINGS – TENDER RESPONSE DOCUMENT

Name, address and contact details of individual / business:

Name, qualifications and experience of individuals that will deliver the deer cull:

Proposed methods for meeting John Muir Trust objectives of promoting natural processes; community benefit of venison and developing community deer control:



Proposed methods for meeting and demonstrating compliance with laws and regulations, Health & Safety, Best Practice Guidance, non-lead ammunition, deer cull records and carcass data:

Proposed methods for meeting and demonstrating compliance with unrestricted public access, landowner concurrent rights, communication, conflict management, respect for reputation of the John Muir Trust:



Proposed methods for meeting and demonstrating compliance the ethos of the John Muir Trust, to minimise the impact on habitats and carbon footprint:

Costs and payment. Please give an indication of your thoughts on how tenders should be judged financially - habitat results; venison income; fixed payment; day rates etc.

Which property (ies) would you be interested in working with us on: