

# **Moors for the Future Partnership Invitation to Quote**

## **MFF 123 2021 Stock fencing on Winter Hill**

**Tender Return Date 3pm Friday 19 February 2021**

Installation of stock exclusion fencing and access furniture on Winter Hill by end March 2021.

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# SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATION AND CONDITIONS

## PART A

### CONTRACT OBJECTIVES

1. The objective of this Contract is to install lengths of stock fencing and access furniture on Smithills Moor, Winter Hill. The works are split into three packages. The aim of the Works is to exclude sheep from areas of peatland while vegetation recovers from a recent wildfire.
2. The Works comprise the following tasks for each Works package:
  - 2.1. Supply and delivery of Materials required to complete the Works, unless otherwise stated.
  - 2.2. Appropriate storage of Materials, as necessary.
  - 2.3. Forwarding of Materials and Equipment required to complete the Works to and within Works Sites, including Airlifting, where required (Part B2).
  - 2.4. Installation of Stock Fencing (Part B3).
  - 2.5. Removal of Waste Materials from Sites.

**Table 1** on page 4 shows the Works quantities required for each package.

**Table 1.**

<b>Package</b>	<b>No. metres</b>	<b>No. stiles</b>	<b>Pedestrian gates</b>	<b>No. field gates</b>
1	2412	7	2	2
2	1541	5	2	5
3	1663	6	0	4

3. The Contract has the following sub-objectives:
  - 3.1. Production of and adherence to all health and safety material for the delivery of the Works, including a construction phase plan as required under the CDM 2015 regulations and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £5,000,000 (five million pounds) or £10,000,000 (ten million pounds) in the event of any Airlifting Works.
  - 3.2. Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Work Programmes, Works delivery, Waste Materials and Site access.
  - 3.3. Provision of a GPS record of completed Works.
4. Tenderers are requested to provide rates in the Itemised Costs (provided as a separate spread sheet) for all aspects of the Works. Tenderers must also complete the Form of Tender.
5. All Tenders must be returned by the **Tender Return Date** in accordance with Section 2.

## **PART B**

### **B1: WORKS SPECIFICATION: General**

1. **Timing of project delivery**
  - 1.1. Works Commencement Date: 26 February 2021
  - 1.2. Target Completion Dates: 31 March 2021
  - 1.3. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
  - 1.4. The Contractor is required to submit for approval a Method Statement and Programme of Works. These will include but not be limited to:
    - 1.4.1. Equipment to be used.
    - 1.4.2. Staffing.
    - 1.4.3. Methods of completing each Works task.
    - 1.4.4. Timings and order of Works.
    - 1.4.5. Risk Assessments and Pre-Construction Information (please refer to Appendices 7 and 8).
  - 1.5. The Programme of Works will be confirmed with the successful Tenderer at the pre-contract Meeting.
  - 1.6. The Contractor shall organise the supply of all Materials required for the Works unless otherwise stated.
  - 1.7. The Contractor shall organise the delivery of all Materials to the Delivery/Lift Sites unless otherwise stated.
  - 1.8. The Contractor will provide all Equipment required for unloading and handling of Materials.
  - 1.9. The Contractor will transfer all Material into Dumpy/Lift Bags as necessary for the supply and delivery of Materials.
  - 1.10. The Contractor is responsible for forwarding of all Materials from the Delivery Sites to the Lift/Work Sites.

## 2. Works Site details

- 2.1. Works locations are given in Location Maps.
- 2.2. The Works Sites are situated in Bolton District, north west of Bolton (see Location Map 1).
- 2.3. There are public footpaths running through the sites (please refer to Locations Map 5).
- 2.4. All vehicle access points are gated and access will be arranged for the Contractor.
- 2.5. Livestock graze on the Works Sites. All access points the Contractor passes through must be closed and secured when not in use.
- 2.6. Access tracks must remain clear at all times.
- 2.7. Works locations are indicated in Location Maps 2-4.
- 2.8. Indicative access points are as follows (please refer to Location Map 5).
  - 2.8.1. Station Road: A road providing access to the Winter Hill Transmitting Station. Access to the transmitting station must remain open at all times. There is a combination lock restricting access from Station Road. Access through the gate will be arranged for the Contractor. There are various laybys alongside Station Road for parking.
  - 2.8.2. Coal Pit Road: A lane on the southern border of the site. A footpath and track lead from the road on to the Works Site through a locked gate. Access through the gate will be arranged for the Contractor. The gate must remain locked when the site is not in use and the access point from Coal Pit Road must remain clear at all times for emergency access.
  - 2.8.3. The Contractor may use any or all of these access points at their discretion and with relevant permissions. The Nominated Officer can advise on which permissions need to be in place before accessing Works Sites.
- 2.9. The Works Sites are at high altitude and may include waterlogged areas, deep peat and stream channels.
- 2.10. There will be no vehicle access beyond the public roads and parking areas save for low ground pressure vehicles as agreed with the Nominated Officer prior to the Works Commencement Date.
- 2.11. The Works Sites have SSSI status. The Contractor must comply with the codes of practice for operations on SSSI.
- 2.12. The Nominated Officer has obtained SSSI consent for the Works at these sites. The Contractor agrees to comply with and abide by any conditions or instructions notified to it that may be imposed or required as a condition of such consent.
- 2.13. The Works Sites are on CRoW (2000) open access land. The Contractor must be aware of and have due regard for members of the public crossing the Site and take appropriate action.
- 2.14. The Works Sites are unsecured with access to the public. Equipment and tools may be left unattended or remain at the Works Site overnight at the Contractor's own risk, but only in locations to be agreed with the Nominated Officer.
- 2.15. The Contractor may be restricted to specified storage areas for the unloading/loading Materials, parking of vehicles and storage of Materials. Details of any such restrictions will be provided at the pre-contract meeting.

### **3. Movement and use of Machinery**

- 3.1. Contractors are responsible for the tracking of all Machinery and Equipment to the Works Sites.
- 3.2. See Locations Maps for tracking distances from roads to Works Sites.
- 3.3. Machinery and Equipment movement on the Works Sites should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date.
- 3.4. The Contractor will provide a Method Statement with its Tender detailing its proposed method for tracking Machinery and Equipment to and from Sites and the means for dealing with very wet, boggy ground when operating Machinery at the Works Sites, with reference to the access points indicated above.
- 3.5. Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach Works Sites.
- 3.6. When transporting Machinery and Equipment to and from the Works Sites, the Contractor shall minimise damage to the ground surface and adjacent features (walls, pastures etc.).
- 3.7. There should be no visible signs of the formation of informal tracks.
- 3.8. The Contractor is responsible for promptly rectifying all damage caused by access to the Works Site to the satisfaction of the Nominated Officer. Such damage is to be minimised by selecting appropriate Equipment, routes and timings.
- 3.9. If ground conditions deteriorate to the point where significant damage is occurring, the Contractor must immediately halt work and inform the Nominated Officer.
- 3.10. If in the opinion of the Nominated Officer ground conditions deteriorate to the point where significant damage is occurring, the Contractor must halt work.
- 3.11. All Machinery accessing the Works Sites will be strictly low ground pressure vehicles, typically less than 4 psi. Bog mats may be required in the Works and the Contractor should consider this as part of their Method Statement/Tender.
- 3.12. Transporting of fuel to the Works Sites may be undertaken by vehicle. All access routes for the transport of fuel for the excavator Machinery must be agreed with the Nominated Officer and detailed in the Method Statement.
- 3.13. Transporting of fuel must be kept to a minimum throughout the Works.
- 3.14. The Contractor shall ensure it has at all times on the Sites spill kits for fuels and oils specified in its Method Statement, and shall immediately use the same in the event of such spillage in accordance with the manufacturer's instructions.
- 3.15. The methodology and proposed routes of all tracking of Machinery to Works Sites are to be approved by the Nominated Officer prior to the works Commencement Date.
- 3.16. Fence sections, stiles and gates that have been cut or removed to gain access should promptly be replaced by the Contractor with an appropriate length of new wire and posts and a new gate, if necessary, to the Nominated Officer's satisfaction. The costs associated with this work will be agreed with the Contractor with a contract variation.

- 3.17. The Nominated Officer may provide an 'Ecological Watching Brief' during tracking activities. The Contractor shall comply (and ensure that any sub-contractor complies) with the requirements and conditions of the Specification.

## **B2: WORKS SPECIFICATION: Aerial Works**

### **4. Lift Sites**

- 4.1. Should it be necessary to airlift fencing materials to the Works Site, the Contractor must identify and organise permission to use an appropriate Lift Site.
- 4.2. The following Lift Site has been identified by the Landowner and may be considered for use during the Works.

4.2.1. Horrocks Fold car park (Grid Ref: SD 6937 1301) – STORAGE PERMITTED

The lift site is a car park and hard standing area to the south of Scout Road and owned by Forestry Commission. It is presumed suitable for all vehicles, but an assessment of conditions for vehicles must be made by the Contractor prior to accessing the site. Access is via a locked gate; a key will be required from Forestry Commission for access, which the Authority will arrange. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the Lift Site, in order that the Landowner and other stakeholders can be advised and keys obtained. Storage is permitted but not advised unless adequate security measures are in place. Consideration and appropriate action must be taken in respect of traffic management when receiving deliveries and flying Materials. It is advisable to have banksmen for incoming Materials.

Definitions of storage:

**STORAGE NOT PERMITTED:** Save where expressly permitted, no Materials may remain at the Lift Site while the Lift Site is unattended. The Contractor must make arrangements to remove any unused Materials to a safe location at the end of each day.

**STORAGE PERMITTED:** Where storage is expressly permitted at a Lift Site, the Contractor may, at their own risk, stockpile several days' worth of Materials at the Lift Site. The Contractor must take reasonable precautions to protect the Materials from damage or loss. The Contractor must take reasonable precautions to protect the ground around the Lift Site from damage. Although storage is permitted, the Authority recommends not storing Materials without additional security.

- 4.3. **Under no circumstances must fuel be stored unattended at any Lift Site.**
- 4.4. The Nominated Officer may impose conditions on any Lift Site.
- 4.5. The Contractor must implement its traffic management strategy (which shall have first been approved by the Nominated officer) at all times in respect of each Lift Site.

### **5. Airlifting of Materials**

- 5.1. Transport of Materials between Delivery/Lift Sites and Works Sites may be undertaken by aerial load lifting. This section covers the requirement for underslung load Works.

- 5.2. The Contractor will be responsible for identifying a safe method of aerially transporting all Loads from the Lift Site to the Works Site and supply all Airlifting Equipment required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- 5.3. It is the Contractor's responsibility to ensure that any Airlifting Equipment used to Aerially Transport Loads is suitable and safe.
- 5.4. The Contractor will fasten and secure to the Loads all Airlifting equipment required to aerially transport the Loads between Sites.
- 5.5. The Contractor may need to aerially load lift Waste Materials from a given Works Site to a given Lift Site.
- 5.6. The Contractor will detail in their RAMS the means and methodology for Aerial Transport of the Materials and Marshalling of the Lift/Drop Sites. This must detail any Equipment or Airlifting Equipment to be used, provide information on the safe working load or manufacturer's specification and include details on ground operations (including but not limited to marking out individual Drop locations).
- 5.7. Any Loads deemed by the Contractor or Nominated Officer not suitable for aerial transportation (on grounds of safety or otherwise) must not be aerially transported.

## **6. Traffic Management**

- 6.1. The Contractor will be responsible for organising and implementing a traffic management plan, as required, for the Works.
- 6.2. Traffic Management Services will provide all equipment, signage and operator necessary to operate services including but not limited to temporary traffic light signals.
- 6.3. Traffic Management will be required to allow helicopters to fly over classified A and B roads while carrying under-slung loads.

## **B3: WORKS SPECIFICATION: Stock Fencing**

Where the nature of the ground or other conditions are such that these specifications cannot be met, Contract Variations must be agreed with the Nominated Officer, prior to any such works being undertaken.

## **7. Transport of materials – general**

- 7.1. Contractors are responsible for transporting of all Materials on the Work Sites.
- 7.2. Areas of the Work Sites(s) can be over 1km from the nearest metalled road or surfaced track.
- 7.3. Work Sites can be steep, wet or uneven.
- 7.4. The Contractor is responsible for promptly rectifying all damage caused by the Works to the Work Sites(s) to the absolute satisfaction of the Nominated Officer.
- 7.5. The Contractor is responsible for all costs incurred.
- 7.6. Transport of Materials is recommended to be undertaken by airlift or low ground pressure vehicle.
- 7.7. The Contractor will provide a Method Statement with their tender return detailing their proposed method for transporting Materials to and from the Work Sites(s).

- 7.8. The method(s) of transporting Materials to and from the Work Sites(s) are to be agreed with the Nominated Officer prior to the Works Commencement Date.
- 7.9. When transporting Materials and equipment to and from the Works Sites the Contractor will seek to minimise damage to the ground surface.
- 7.10. The Contractor must minimise all damage caused by access to the Work Sites by selecting appropriate equipment and timings.

## **8. Stock netting fencing**

- 8.1. Fencing should be erected in accordance with British Standard BS:1722:2 2006.
- 8.2. If the fencing is installed as replacement for old fencing, all old fencing material must be responsibly removed from the Work Site(s).
- 8.3. Fencing alongside roads: bridle gates should be at least 4m from the edge of the carriageway. The fence must be at least 0.5m from the edge of the carriageway and must not be positioned on the road side of ditches or highway furniture of any description (e.g. signs, lamp posts, road edge markers).
- 8.4. All softwood timber must be fully peeled and tanalised or treated with an approved preservative. Durable hardwood, such as oak or sweet chestnut, may be used and does not require treatment with preservatives. Preservative treatment must be applied to all new cut surfaces in previously treated timber.
- 8.5. Timber sizes quoted are minimum requirements.
- 8.6. Posts can be driven or dug in.
- 8.7. Peat is a soft substrate and so use of longer than standard posts and strainers will be required where peat is encountered to ensure the fence line is stable and fit for purpose for the duration of its expected life.
- 8.8. Concrete is not to be used under any circumstances to secure any strainer, intermediate or gate posts.
- 8.9. New fencing must avoid sites of archaeological or historic importance. The Nominated Officer will inform Tenderers of any such sites on the Work Site(s). In any event the Contractor must comply with the terms of Standard Condition 37.
- 8.10. Fencing is to be constructed of galvanised mild steel stock netting topped with a single strand of plain wire or double strands of barbed wire as per these detailed Specifications. The fence should be approximately 1.05 to 1.10 metres high. Wire used must conform to BS4102:1998.
- 8.11. In accordance with BS5709:2018 there must be no barbed wire within 1 metre of Public Rights of Way. Where a fence crosses a Public Right of Way, whether by a stile or gate, the barbs must be removed from the wire for a distance of 1 metre either side of the Public Right of Way. Similarly, where a fence runs alongside a Public Right of Way within one metre of it, barbed wire must not be used. Barbs should also be removed from wire for one metre either side of gates or stiles provided for Open Access.
- 8.12. The wire must be properly strained and fastened with galvanised staples. Staples are to be inserted across the grain of the post.

## **9. Strainers**

- 9.1. Straining post dimensions should be at least: 150 mm top diameter; 2.4 m (8 ft) in length, with the strainer post driven in at least 750 mm into the ground. These are minimum dimensions.
- 9.2. Strainer posts should be used at each end of the fence and at each corner and turning point. They may also be necessary where there is a significant

difference in gradient – e.g. in and out of gullies. For fence sections with no turns or significant changes in gradient, spacing of no more than 150 m.

9.3. Struts should be at least: 75 mm top diameter and 1.85m (6 ft) long.

## **10. Intermediate posts**

10.1. Intermediate posts should be at least: 75mm top diameter and 1.85 m (6 ft) long; spacing of no more than 3.5m with the post driven in at least 450 mm. Please note this is a maximum expected separation and closer spacing may be required to account for localised changes in ground conditions. Posts longer than 1.9m may also be required in some short sections of the fence.

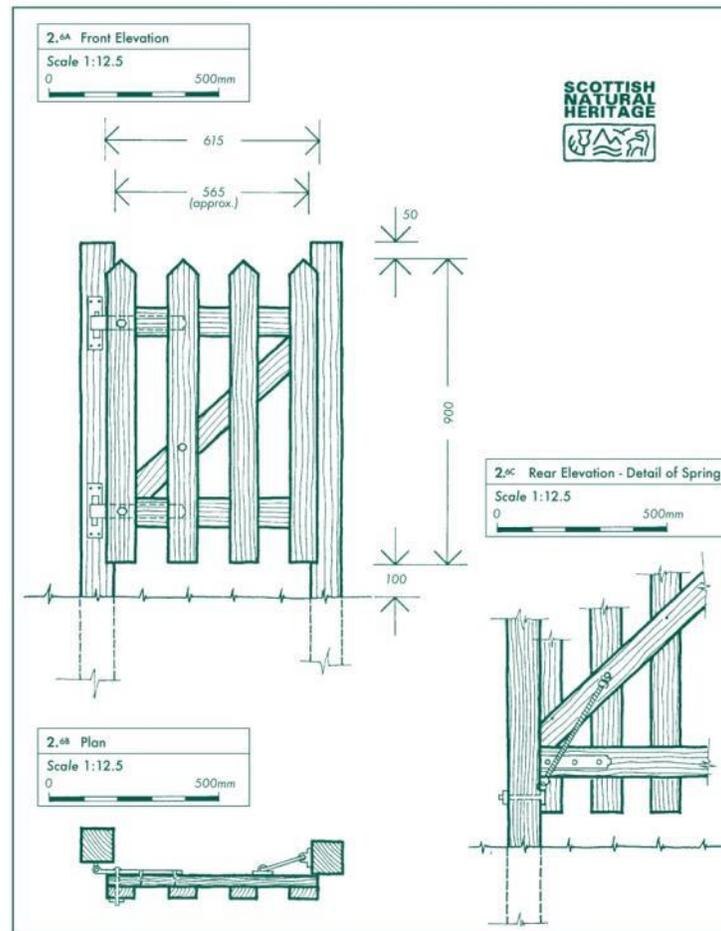
## **11. Wire and Netting**

- 11.1. 8-80-15, mild steel, medium or heavy gauge or HT.
- 11.2. Line Wire – HT or mild steel
- 11.3. Top wire should be 3.15 mm diameter minimum for plain wire or 2.5 mm diameter minimum for barbed wire.
- 11.4. Bottom wire should be 3.15 mm diameter minimum.
- 11.5. The distance between the bottom wire and the ground must be a maximum of 75 mm (3 inches), to ensure the fence is stock proof. Gaps greater than 75 mm, due to uneven ground, underneath the bottom wire, are to be filled with rails. In filling of hollows with turf must not to be undertaken.
- 11.6. Netting should not rest on the ground surface.
- 11.7. Metal grouse plates should be fixed between the top line wire of the netting and the top of the top plain or barbed line wire at the midpoint between all posts. Fitted at 90 degrees to the wires so they appear 'square' on the fence with no sharp corners showing. Fixing should be by folding and crimping both ends of the plate over the line wires. Plates should be galvanised metal and at least 100 mm in width and long enough to link the wires as described above.

## **12. Step stiles**

- 12.1. All stiles must be erected in accordance with British Standard BS5709:2018
- 12.2. Where moorland areas have area access under the CRow Act (2000) timber stiles must be constructed every 250 m along the fence line to enable access between these areas.
- 12.3. The stile must be adequately stock proof but provide good access for all legitimate users.
- 12.4. Stiles should be placed to avoid areas of waterlogged ground and water channels.
- 12.5. Steps should be set at an angle of between 45 degrees and 90 degrees to the top rail. Two steps will be needed if either the stile is on sloping ground, or the top rail needs to be higher than 900 mm. The rise between the upper step and the top rail should be not more than 450 mm. Work should be carried out to the standard required to safely perform its intended function for the duration of the fence (minimum of 10 years life expected) or the lifetime of the management agreement whichever is longer.
- 12.6. Single steps should be at 90 degrees to the top rail.
- 12.7. Dual steps at 45 degrees if scissored or 90 degrees if side by side.

- 12.8. Timber must be sound and tanalised or treated with an appropriate preservative. Untreated larch is acceptable. Preservative treatment must be applied to all new cut surfaces in previously treated timber. No nails or rough sawn edges should be left exposed. There is to be no barbed wire within one metre of the stile.
- 12.9. The step should not rest upon the wire at any point.
- 12.10. Supports for steps should be: 4 in number and of dimensions of 75mm by 150mm and at least 750mm in length.
- 12.11. Steps should be: 2 in number and of dimensions 175 x 50 x 900 mm.
- 12.12. Hand post should be: one in number and of dimensions 2250 mm by 75 mm by 75 mm with the top rounded to form a hand hold.
- 12.13. Cross ties should be: 2 in number and of dimensions 100 mm by 50 mm.



### 13. Pedestrian gate (British Standard)

- 13.1. All pedestrian gates must be erected in accordance with British Standard BS5709:2018 and should be made of fully peeled timber, either durable hardwood or treated with an approved preservative.
- 13.2. If installed in roadside fencing the gate must be one-way opening, away from the road.

- 13.3. If the gate is for Open Access rather than for a Public Right of Way, there is therefore some flexibility in its location, although it should be positioned to avoid areas of waterlogged ground and water channels.
- 13.4. The gate must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence and the gate must be fitted with the appropriate fittings required for its operation.
- 13.5. The gate must be hung and clapped independently of the adjoining fence line i.e. the gate posts must not be used as end strainers.
- 13.6. Pedestrian gate posts should be set at least 1000 mm below the ground surface with the soil well compacted around the posts in 150 mm layers. Concrete should not be used.
- 13.7. Pedestrian gate posts should be 150 mm x 150 mm x 2440 mm minimum (larger dimensions may be appropriate on areas of deep peat).
- 13.8. Clear open width must be 1000 mm minimum. This means the distance between the posts if the gate is one way opening, or the distance between the hanging stile and the catch of a two-way opening gate opened to 90o.
- 13.9. Top rail of gate should be: 100 mm x 75 mm
- 13.10. Under rails of gate should be: 85 mm x 25 mm (approximately) planed.
- 13.11. Braces of gate should be: 85 mm x 25 mm (approximately) planed.
- 13.12. Hanging stile of gate should be: 100 mm x 75 mm
- 13.13. Shutting stile of gate should be: 75 mm x 75 mm
- 13.14. Gate construction notes:
- 13.14.1. Top and bottom rail – morticed full width and pegged.
- 13.14.2. Other rails – half morticed.
- 13.14.3. Braces – morticed to stiles and bolted to rails.
- 13.15. Hinges should be self-closing
- 13.16. Self-closing gate with 1 way (90 degree) opening should have a 35mm offset on hinges. Top hinge should be 600 double strap band with offset eye. Bottom hinge should be adjustable.
- 13.17. Self-closing gate with 2 way (180 degree) opening should have hinges appropriate for the purpose
- 13.18. The bottom hinge of 1 way and 2 way opening gates should be reversed to prevent removal.
- 13.19. Catches should be Handy (long handle) Auto Latch type on 1 way opening gates and trombone Easy Latch type on 2 way opening.
- 13.20. Catch and closure type should be 1 way with handy auto latch.

*The above specification for bridle gates has been adapted from SNH Countryside Access Design Guide – Information Sheet No 2.2 Timber Bridle Gate: 1 way opening.*

#### **14. Field gates**

- 14.1. The field gate must be erected in accordance with British Standard BS3470:1975 and should be made of fully peeled timber, either durable hardwood or treated with an approved preservative.
- 14.2. The gate must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence or wall and the gate must be fitted with the appropriate fittings required for its operation.

- 14.3. The gate must be hung and clapped independently of the adjoining fence i.e. the gate posts must not be used as end strainers.
- 14.4. Gate posts should be set at least 1100 mm below the ground surface with the soil well compacted around the posts in 150 mm layers. Concrete must not be used. The top of the posts should be weather capped. Gate posts should be 150mm by 2.4m (8 foot) minimum.
- 14.5. Gate dimensions are as follows:
  - Width: individually specified
  - Top rail: 100 mm x 75 mm
  - Under rails of gate: 75 mm x 25 mm
  - Braces of gate: 75 mm x 25 mm
  - Hanging stile: 100 mm x 75 mm
  - Shutting stile: 75 mm x 75 mm
- 14.6. The bottom hinge pin should point downwards to prevent removal of the gate.
- 14.7. Closure should be by automatic latch, which can be locked using a padlock if necessary.

#### **B4: WORKS SPECIFICATION: Archaeology**

##### **15. Ancient Monuments and Archaeological Areas**

- 15.1. Please refer to Clause 38 in the Standard Conditions.
- 15.2. Sites and areas of archaeological importance within and around the Works Sites will be notified to the Contractor by the Authority prior to the Works Commencement Date.
- 15.3. The Contractor must not cause damage to any identified archaeological feature during the Works.
- 15.4. The Contractor must take the following measures to avoid damage to archaeological features not identified:
- 15.5. Items of archaeological interest (including but not limited to preserved wood and microliths) uncovered by excavations should immediately be identified to the Nominated Officer and Works in that area halted to allow the local archaeological advisor to be informed.

#### **PART C**

##### **DETAILED CONDITIONS: General**

###### **1. Programme of Works**

- 1.1. Works Commencement Date: 26 February 2021.
- 1.2. Target Completion Date: 31 March 2021.
- 1.3. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- 1.4. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works. In the event that the Contractor is in breach of this provision (save where such breach arises wholly from the negligence of the Authority or its contractors) the Authority

reserves the right to treat such breach as a material breach for the purposes of **Section 1 Part C Clause 16** (Liquidated Damages).

- 1.5. The Programme of Works (including the Works Sites Schedule) will be notified to the successful Tenderer at the Pre-contract meeting and shall form part of the Contract.
- 1.6. The Authority may vary such Works Sites Schedules on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 48 hours prior notice. Any such variation shall not be treated as a Contract Variation.

## **2. Materials**

- 2.1. The Contractor must provide its own Equipment suitable for movement and loading of all Materials for the Works.
- 2.2. The Contractor shall be responsible for all Materials for the duration of the Contract and shall indemnify the Authority against loss or damage.
- 2.3. All Materials provided by the Authority will remain the property of the Authority.

## **3. Quality Checks and Site Visits**

- 3.1. The Nominated Officer will carry out an agreed number of Site visits to the Works to carry out quality and schedule monitoring.
- 3.2. The exact number of visits will be agreed at the pre-contract meeting.
- 3.3. If the Nominated Officer is required to make any additional sites visits due to failure by the Contractor to meet the required quality or schedule associated with the Works then the Contractor shall be liable for such costs as the Authority may reasonably incur.

## **4. Environmental Requirements**

- 4.1. All Works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. of Environment, DEFRA and all current Health and Safety Regulations
- 4.2. The Contractor shall not damage or permit damage of any areas allocated for Works Site or Access Track. In the event of any damage, the Contractor shall procure that the same is reinstated to the satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
  - 4.2.1. The Works Site has SSSI status – the Nominated Officer has obtained consent for the Works at these sites. The Contractor agrees to comply with and abide by any conditions or instructions notified to it that may be imposed or required as a condition of such consent.
  - 4.2.2. As the area the Contract is being executed in is a designated SSSI no litter (including cigarette stubs) is to be left on Site.
  - 4.2.3. It is essential that there is no waste of Materials at the Sites; the Contractor will be expected to manage operations to minimise waste.
  - 4.2.4. The Contractor is restricted to the specified storage areas for the unloading, Loading of Materials, parking of vehicles, and storage of Materials.
  - 4.2.5. The Sites are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000.

4.2.6. Removal of Waste Materials and any other Materials, including Materials supplied by the Authority, from the Delivery, and Work Sites shall remain the responsibility of the Contractor. In the case of removal requiring airlifting from the Works Sites the Contractor should seek to minimise costs by liaising with the Nominated Officer to ascertain possibility of co-ordinating this aspect of the Works with other Moors for the Future projects.

## **5. Health and Safety: Principal Contractor**

- 5.1. The Works are subject to the CDM Regulations 2015.
- 5.2. The Authority will nominate the Principle Contractor.
- 5.3. The Principle Contractor will be responsible for managing Health and Safety during the course of the Contract.
- 5.4. The Authority will provide the Principle Contractor with a Pre-Construction Health and Safety Plan prior to commencement of the Works.
- 5.5. The Principle Contractor must provide the Authority with a Construction Phase Plan prior to commencement of the Works.
  - 5.5.1. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email, or by such other means as agreed with the Nominated Officer.
  - 5.5.2. The Construction Phase Plan must include site- and task-specific Risk Assessments and Method Statements, all relevant Material Safety Data sheets and COSHH Assessments.
- 5.6. It is the responsibility of the Principle Contractor to identify all potential hazards associated with the Works and provide Risk Assessments and Method Statements for the mitigation of these within the Construction Phase Plan. The information provided to the Principle Contractor by the Authority within the Pre-Construction Health and Safety Plan should not be treated as exhaustive or definitive.
- 5.7. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.
- 5.8. Prior to commencing any Works, the Principle Contractor will submit any alterations to the Construction Phase Plan that may be necessary, for the approval of the Nominated Officer. The Principle Contractor's Construction Phase Plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- 5.9. The Contractor is to provide his own welfare facilities for the duration of the Works.

## **6. Health and Safety: all Contractors (including the Principle Contractor)**

- 6.1. Method Statements supplied with the Tender will need to be approved by the Nominated Officer. Method Statements should include operational Risks Assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.

- 6.2. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
  - 6.2.1. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
  - 6.2.2. Material Safety Data sheets, if required.
  - 6.2.3. A copy of his Health and Safety Policy which is issued to his employees.
- 6.3. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
- 6.4. Prior to commencing any Works, the Contractor(s) will submit any alterations to the Method Statements that may be necessary, for the approval of the Principle Contractor.
- 6.5. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.

## **7. Delivery Sites and Lift Sites**

- 7.1. The Contractor will be responsible for all aspects of the Delivery and Lift Sites. These are to include, but not limited to, Traffic Management, Delivery/Lift Site security, H&S considerations, damage to the Delivery /Lift Site and surrounding areas, safety of its staff and members of the public and any other considerations that may be identified by the Nominated Officer, or considerations under CDM 2015.
- 7.2. The Contractor must put in place and ensure there is always provided suitable and sufficient site safety and signage details of which must be provided within the Contractor's Method Statement for prior approval by the Nominated Officer.
- 7.3. The Authority cannot confirm what rights exist (if any) to use any such car parking or access routes identified in the Works Plan, or their suitability for any use in connection with the Works. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes identified.
- 7.4. The Contractor must satisfy itself that any vehicle chosen for deliveries can safely and properly access the Delivery Sites.
- 7.5. The Contractor should liaise with the Nominated Officer at least 48 hours before requiring initial access to the Delivery Site, in order that the Landowner and other stakeholders can be advised.
- 7.6. Contractor access is to be restricted to daylight hours only during any Contract Period.
- 7.7. The Contractor is responsible for ensuring that the Access tracks and Delivery/Lift Site(s) are made safe to persons and property prior to and during the Contract Period and that for the duration of the Contract any Access tracks remain open to the public and other users.
- 7.8. Where aerial operation flight lines cross public footpaths, the Contractor must ensure the operator is made aware of this and take necessary precautions to minimise risks to footpaths users.
- 7.9. Materials will be delivered to Sites or other locations as detailed in the Specification.
- 7.10. The Authority will reject any Materials delivered by the Contractor unless the Contractor has been issued with a Purchase Order for the Supply and Delivery of the Materials.

- 7.11. The Contractor is to arrange forwarding of delivered Materials to the Works/Lift Site, if applicable, in accordance with instructions from the Nominated Officer.
- 7.12. Where applicable, the Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading/loading of Materials, parking of vehicles, and storage of Materials.
- 7.13. The Nominated Officer shall give instructions to the Contractor before any Contract Commencement Date as to the extent of land and any Access Tracks at the relevant Delivery Site that could be used in connection with the deliveries (including, if applicable, provision of a copy of any permissions granting use of the Delivery Sites). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all Sub-contractors are notified of the same.
- 7.14. The Delivery/Lift Sites are to be kept in a neat and tidy condition commensurate with its use as a temporary Site within a SSSI area.

## **8. Temporary Trackway**

- 8.1. The Contractor will be responsible for arranging the supply and installation of any temporary trackway ("Trackway") required for all Delivery Site and Lift Site areas. The Trackway should provide an area that is large enough to allow access and egress to forwarding vehicles without them driving on any vegetation, and to allow storage of any Materials delivered to the Lift Site without affecting the surrounding vegetation. The location, size and shape of the Trackway will be agreed between the Nominated Officer and the Contractor prior to its installation. Any proposed amendments to the Trackway should be approved by the Nominated Officer in advance of installation.
- 8.2. The Trackway, quantity of Trackway and the Trackway plan will be agreed by the Authority and Contractor as being fit for purpose and consummate to the requirements of the task prior to its installation at the Delivery/Lift Sites.
- 8.3. The Contractor will be present at the Delivery/Lift Sites to receive and direct the Trackway installation and will provide all delivery notes to the Authority.
- 8.4. The Contractor will inspect the Trackway when it has been installed and procure a photographic schedule of condition to be agreed and signed by the Nominated Officer and Contractor prior to its use. In the event of any damage occurring to the Trackway during the Works, the Trackway must be replaced immediately to the absolute satisfaction of the Nominated Officer and at the Contractor's cost and before any further Works occur. Any delay occurring due to such damage shall not be treated as Contract Variation or Force Majeure Event. The Contractor shall also be liable and indemnify the Authority for any costs incurred by it arising from this Clause, payable at the end of the Contract Period on demand.

## **9. Utilities and Services**

- 9.1. The Contractor is responsible for the identification of general and exact location of utilities and services within the Sites prior to the commencement of the Works.
- 9.2. Information provided by the Nominated Officer or other parties under the direction of the Nominated Officer is for guidance only and not a comprehensive survey and account of all utilities and services on the Site(s).

- 9.3. The Contractor must provide the Nominated Officer with an auditable written record demonstrating that a search for utilities and services has been undertaken prior to the commencement of the Works.
- 9.4. The Contractor must provide the Nominated Officer with the exact locations of any services and utilities identified on the Work Site(s) prior to the commencement of the Works.

## **10. Restricted Dates**

- 10.1. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- 10.2. The Contractor will be informed of the Restricted Dates at the Pre-contract meeting.
- 10.3. No Works are permitted on the Restricted Dates. Any breach of this Clause shall be treated as a material breach and the Contractor shall be liable for any damages, delay and expenses suffered or claimed by or against the Authority as a result. The Authority reserves the right to terminate or suspend the Contract in such circumstances.

## **11. Downtime Expenses**

- 11.1. Downtime Expenses will be paid for whole or half days where the Nominated Officer instructs the Contractor not to carry out any part of the Works on a day where it is reasonably practical for Works to occur. Downtime Expenses will not be paid for any other reason (unless arising from the negligence of the Authority).
- 11.2. Where the Contractor, having received such notice from the Nominated Officer, is able to work on any related (or unrelated) contract for such period of the suspension of the Works, Downtime Expenses shall not be payable for such period and the Contractor shall confirm in writing to the Nominated Officer that such alternative work has not been carried out.

## **12. Site Foreman**

- 12.1. The Contractor shall ensure that a dedicated Foreman is assigned to the Works for the entire Contract Period to ensure continuity management. The identity of the Foreman will be notified to the Nominated Officer on or before the Works Commencement Date. The Contractor shall not change the Foreman without the prior approval of the Nominated Officer.

## **13. Site Repair**

- 13.1. The Site must be returned to as close to pre-works condition as practically possible at the end of the Works including (but not limited to):
  - 13.1.1. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area.
  - 13.1.2. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be discussed with the Nominated Officer prior to being undertaken.
  - 13.1.3. Fence sections, stiles or gates that have been cut or removed to gain access should be replaced with an appropriate length of new wire and posts.

13.1.4. Other works to restore and rectify damage to the site as directed by the Nominated Officer.

#### **14. Daily Log**

- 14.1. The Contractor must provide the Nominated Officer with a Daily Log of the Works carried out each day (even if no Works are carried out on that day). The Daily Log shall contain:
- 14.1.1. the name of the relevant Site;
  - 14.1.2. the number of flights, if any;
  - 14.1.3. the nature and amount of Material lifted, if any;
  - 14.1.4. a map with a shaded area showing the approximate location(s) of Material applied to the Site(s);
  - 14.1.5. the reason for any inactivity regarding points 1.1.2-4; and
  - 14.1.6. brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).
- 14.2. The Nominated Officer shall provide the Contractor with a suitable template for the Daily Log. The Contractor may use its own format instead with the prior approval of the Nominated Officer.

#### **15. Geographic Information Systems (GIS)**

- 15.1. The Authority will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- 15.2. The Tenderer must specify in the Form of Tender its GPS Co-ordinate requirements.
- 15.2.1. The Authority uses MapInfo and British Projection (BNG EPSG: 27700). If the Tenderer does not specify a system in its Itemised Costs, the Authority shall send GIS information to the Contractor in MapInfo format and British Projection.
- 15.3. The Contractor is responsible for ensuring that all received GIS Information works on its system. The Contractor must report any faults to the Nominated Officer within 48 hours of receiving the GIS Information.
- 15.3.1. If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, the Authority shall re-supply the GIS Information. The Contractor must check the functionality of the new GIS Information as soon as is reasonably practicable, and in any event within 48 hours of receiving it.
  - 15.3.2. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to its satisfaction.
  - 15.3.3. If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, the Authority may, at its discretion, charge the Contractor up to £35 per hour (or part thereof) of time spent per member of its staff involved in re-submitting this information (being reasonable associated costs) to re-supply the GIS Information.
- 15.4. Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.
- 15.4.1. The Authority prefers that the GIS Information be sent in MapInfo format with British Projection (BNG EPSG: 27700).
  - 15.4.2. The Contractor may send the GIS Information in an alternative format but must state the projection used.

- 15.4.3. The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software.
- 15.4.4. No Works will be signed off as completed until the above information has been received by the Authority.

## 16. Liquidated Damages

- 16.1. This Contract consists of one element of a much larger project involving a number of contracts for the delivery of goods and the provision of services. If the Contractor fails to complete the Works by the dates required, the Authority may incur costs for a related contract or for the failure to deliver the project as a whole. The Authority will act reasonably in minimising such costs and acknowledges that such failure may result from a Force Majeure Event. However, the Authority reserves the right to claim the costs it has incurred as a result of the failure of the Contractor to comply with its obligations.
- 16.2. In the event that the Works are not completed by the Target Completion Dates or the Contractor is in breach of the provisions of Section 1 Part B (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority) the Contractor shall be liable to pay on demand to the Authority in liquidated damages a rate being such other costs as the Authority may reasonably incur (including but not limited to the costs of the Authority suspending this Contract and obtaining the services of another contractor to perform the Works) as a result of such delay and or breach (including the costs of any replacement *Sphagnum* Plugs whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

## 17. Invoices

- 17.1. Where requested on the Purchase Order the Contractor must include the wording "This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020" on their Invoice as part of the MoorLIFE 2020 Project funding. Failure to do so will result in a request by the Authority for a re-submitted invoice with the correct reference wording on it. This may delay payment.
- 17.2. All Invoices received by the Authority must include the PDNPA Purchase Order number on the Invoice. Failure to do so will result in a request by the Authority for a re-submitted invoice with the PO number on it. This may delay payment.
- 17.3. All Invoices received by the Authority must only relate to the Purchase Order sent out by the Authority. Contractors must not combine Purchase Order numbers into a single Invoice. If this does occur then the Authority will return the Invoice/Invoices to Contractor and ask for them to be re-submitted. This may delay payment

## 18. Retention

- 18.1. Payments will be made for the amount of work completed, according to the rates and prices submitted in the Tender. A retention of 5% ("the Retention Fund") of the Price will be made until the Completion Certificate is issued when 2.5% will be released. The balance of Retention Fund will be paid at the end of the Defects Liability Period.

## 19. Insurance

- 19.1. The Contractor (and any Sub-contractors) shall be required to maintain and provide evidence of insurance in accordance with the Standard Conditions in the sum of £10,000,000 (ten million pounds).

## 20. Communications and marketing

- 20.1. Any works for the Authority may be included in promotional material released by the Authority.
- 20.2. By accepting an Authority Purchase Order the Contractor is consenting to use their company image, branding and equipment for the use of publicity and marketing by the Authority.
- 20.3. The Authority may, but reserves the right not to, credit the Contractor in any publicity it releases.
- 20.4. The use of Contractor images does not include images of the faces of individual workers. Should any pictures of faces, or recognisable features of an individual, be included in an image which the Authority wishes to use then consent will be requested of the individual through the Contractor. If they refuse permission then these pictures will not be used.
- 20.5. The consent given by this Clause refers to all forms of media including social media.
- 20.6. The Contractor shall only be permitted to use images taken during the Works if they adhere to the Moors for the Future Communications protocol. A copy of this protocol will be freely available on request from the Authority via the Nominated Officer. This is applicable for all forms of media, including social media. The protocol has different sections relating to the different types of publicity and media and for the avoidance of doubt referrals can be made to the MFFP communications manager.
- 20.7. Any unauthorised use of Authority works for the Contractors own publicity will be assessed for suitability shall be removed on request.

## DETAILED CONDITIONS: Aerial Works

### 21. Marshalling

- 21.1. **The Contractor is responsible for Marshalling helicopter operations at the Lift Sites, including Marshalling members of the public, and will provide sufficient personal to do so.**
- 21.2. The Authority at its option may remove the responsibility for Marshalling members of the public at Lift Sites from the Contractor and provide Authority staff for Marshalling.

### 22. Public Transport Flying (AOC)

- 22.1. It may be necessary to airlift personnel onto the Sites. All personnel to be lifted onto Sites must be briefed by the Contractor.
- 22.2. Licences and certificates:
- 22.2.1. Pilots must have a Commercial Pilots Licence.
- 22.2.2. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.

- 22.2.3. The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.
- 22.2.4. Employees of the Contractor or Sub-contractor must not be flown to Site in an aircraft unless that aircraft is being operated in conjunction with a valid Air Operators Certificate or valid exception for aerial work.
- 22.2.5. Copies of all required documents must be submitted prior to the start of Works.

### 23. Policy

- 23.1. Aerial works must be undertaken in accordance with the Authority's Helicopter Operating Policy attached as **Appendix 6** of the Tender Documentation.
- 23.2. There is to be no flying over any reservoir with an under slung load.

### 24. Tech Logs

- 24.1. Relevant tech logs will be required to be shown to the Nominated Officer prior to approval of any payments under the Contract for Aerial Works.

### 25. Communications

- 25.1. The Contractor must provide communications to the Nominated Officer, in the form of a working radio handset, to allow communication with the pilot and ground crew during the period of the Works.

### 26. Flying conditions

- 26.1. Judgement of the suitability of flying conditions for whatever reason remains with the Contractor or Sub-contractor undertaking the Aerial Work.

### 27. Revision of Costs

- 27.1. The Contractor may, with the prior approval and at the discretion of the Authority, revise (upwards or downwards) charges in respect of Materials or Fuel provided that the Contractor can demonstrate a consistent increase or decrease in supply costs. The Authority reserves the right to require invoices, receipts and other forms of evidence of any price increase in Fuel and Materials.
- 27.2. Any downwards revision of the cost of Fuel or Materials shall be at the request of either party provided that evidence is agreed by both parties.
- 27.3. Both parties agree and accept that any revision of the Fuel or Material Price shall be no more than plus or minus 10% of the relevant Price indicated in the Itemised Costs.
- 27.4. Any dispute relating to this decision shall be referred to determination in accordance with **Standard Condition 26** save that the matter shall be referred to the Civil Aviation Authority.

**PART D: ITEMISED COSTS:**

**The Itemised Costs form is supplied as a separate Excel spreadsheet. Tenderers should complete the relevant fields for the Works Packages they wish to tender for and submit the completed form with the Tender submission.**

## SECTION 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER (WORKS)

### Tenders should be submitted in accordance with the following instructions.

#### 1. Invitation to Tender (ITT)

The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Works.

The Works required are set out in the Specification in Section 1.

#### 2. Basis of Tenders

Tenders are being invited on an open award procedure.

#### 3. Scope

Tenders are being invited on the basis of undertaking the whole of the Works. However, the Authority reserves the right to split the award of the Works into packages.

#### 4. Contract Period

As set out in Section 1.

#### 5. Presentation to the Authority

All selected Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Works. If the Authority decides to require presentations details of what must be covered by the presentation and how it will be evaluated will be sent to Tenderers no later than 7 days prior to the presentation.

#### 6. Queries about this ITT

Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.

6.1. Any queries concerning the information contained in this specification should be sent to: Dewi Jackson

Email: [dewi.jackson@peakdistrict.gov.uk](mailto:dewi.jackson@peakdistrict.gov.uk)

6.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the Tender return, an opportunity may be given for suppliers to make a presentation to the Authority.

6.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

#### 7. Errors in completed tenders

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price.

#### **8. Sufficiency of Tender**

The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Tenderer's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

#### **9. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of 3 months from the Tender Return Date.

#### **10. Tendering procedure and submission requirements**

10.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 1500 ON 19 FEBRUARY 2021.**

10.2. Tenders must be submitted by email. Please see submission instructions below.

10.3. Tenders submitted electronically:

10.3.1. **IT IS THE TENDERER'S RESPONSIBILITY TO ENSURE THAT ITS TENDER COMPLIES WITH THE SUBMISSION REQUIREMENTS AND IS RECEIVED BY THE AUTHORITY BY THE DATE AND TIME SET OUT. THE AUTHORITY ACCEPTS NO RESPONSIBILITY FOR ANY PROBLEMS ARISING FROM THE AUTHORITY'S OR THE TENDERER'S IT SOFTWARE, INFRASTRUCTURE, INPUT OR INTERNET CONNECTIVITY, THE SECURITY OF OR ACCESS TO THE INTERNET, THE CAPABILITY OR CAPACITY OF THE AUTHORITY'S OR THE TENDERER'S EMAIL SYSTEMS OR TENDERER'S FAILURE TO CHECK THEIR EMAIL SYSTEM FOR CORRESPONDENCE RECEIVED FROM THE AUTHORITY ABOUT THIS TENDER. TENDERERS MUST NOTE THAT THE CURRENT MAXIMUM SIZE OF ANY EMAIL RECEIVABLE BY THE AUTHORITY IS 10MB. IT IS THE RESPONSIBILITY OF THE TENDERER TO ENSURE THAT ITS TENDER IS RECEIVED BY THE AUTHORITY. TENDERERS ARE STRONGLY ADVISED NOT TO SUBMIT THEIR TENDER IMMEDIATELY BEFORE THE TENDER RETURN DEADLINE.**

10.4. The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.

10.4.1. The Tender shall be made on the Form of Tender at **Appendix 2**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

- 10.4.1.a. Tender Questionnaire at **Appendix 3** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein
- 10.4.1.b. Non-collusive tendering certificate at **Appendix 4** signed on behalf of the Tenderer and submitted to us in pdf format;
- 10.4.1.c. Analysis of resources;
- 10.4.1.d. Itemised costs as detailed within **Section 1 Part D**;
- 10.4.1.e. Details of any part of the Works to be sub-contracted;
- 10.4.1.f. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants engaged by the Tenderer;
- 10.4.1.g. Any other information requested in the ITT.

10.4.2. Tenderers should carefully read the instructions set out in this section.

**Tenders must be submitted by e mail to [Tenders@peakdistrict.gov.uk](mailto:Tenders@peakdistrict.gov.uk)**

**By 1500 on 19 February 2021 (the Tender Return Date)**

**The following, and only the following, must be used in the subject line:**

**TENDER MFF 123 2021 Stock fencing on Winter Hill**

**All attachments must be in pdf form**

**No information must be included in the covering e mail apart from the identity of the sender and a list of attachments**

- 10.5 A decision on which Tenderer to award the contract is expected to be made during the week commencing 22 February 2021.
- 10.6 Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.
- 10.7 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.
- 10.8 No tender received after the deadline for receipt of tenders stipulated above shall be considered.
- 10.9 The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.
- 10.10 The successful Tenderer will be required to enter into the Form of Contract attached at **Appendix 5**.
- 10.11 Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.

10.12 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

### **11. Basis of Tender**

- 11.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
- 11.2. The Tender must include the value of all of the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Tender documentation and to assume all express and implied risks, liabilities and obligations imposed by the form of contract and all other documents forming part of the Tender documentation.
- 11.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 11.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

### **12. Sub-contracting**

- 12.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Works that it proposes to sub-contract. Failure to do so may invalidate any such Tender.

### **13 Tender Evaluation**

13.1 Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any Tender that scores "Fail" against any of these requirements may be deemed non-compliant and rejected without further evaluation.

- Completed Tender Questionnaire.

This will include

- Written technical and financial references (including the Tenderer's financial accounts for such period as shall be notified) as may be requested
- The Tenderer's technical and professional ability and previous experience of contracts delivered for the Authority or other organisations. The Authority is entitled to take into account any failure to discharge obligations under previous relevant contracts undertaken by the Tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Works are likely to be met. Tenderers are requested to supply examples of similar Works supplied to other clients. The Authority may consider evidence of performance on previous comparable contracts for the Authority
- A CV of the business and or individuals carrying out the Works.
- Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.

13.2 The successful Tenderer will be selected based on an evaluation using the criteria set out below:

1. Price (40% of the total score value);
  - $40 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
2. Quality criteria (60% of the total score value):

Capacity and ability of the Tenderer to deliver the works to a high quality in a time critical manner and provide detailed Method Statements and Program of Works demonstrating how they are going to do so. This will be used to inform milestones which will be included in the contract with the successful tenderer.

Criteria	Weighting	Evaluation Criteria
Price	40%	$40 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	60%	12 x score (see table below)

Quality Criteria responses will each be marked against the following scoring methodology

0	The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.
1	There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer's experience and capability.
2	The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer's experience and capability.
3	The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer's experience and capability.
4	The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the

	question posed, giving a good level of confidence in the Tenderer's experience and capability.
5	As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and / or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer's experience and capability.

Tenderers scores for Quality and Price will then be added together to produce an overall score and the Tenderer with the highest overall score will be awarded the contract.

Rejected or eliminated tenders will not be scored.

#### **14. Award of Contract**

14.1. The successful Tenderer will be required to promptly execute and return to the Authority the Contract in the form of contract included with this ITT together with any agreed derogations and until such execution the successful Tenderer together with the Authority's written acceptance shall constitute the Contract.

#### **15. Obligations**

15.1. Parties proposing to submit a tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

#### **16. Accuracy**

Information supplied to Tenderers by the Authority (whether in these documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Authority for any inaccurate information obtained by Tenderers.

#### **17. Confidentiality**

All information supplied by the Authority in connection with the Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining quotes and/or professional advice necessary for the preparation of the Tender provided that a condition is imposed in similar words to this paragraph upon any person to who disclosure is made.

#### **18. Canvassing**

Tenderers face automatic disqualification if they canvass for the Works by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

### **18 Transparency**

- 18.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Authority to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the contractor; the date on which the contract was entered into; the value of the contract; and whether the contractor is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.
- 18.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.



## **Tender Submission Checklist**

Please include the following as part of your tender submission:

- Information and Itemised Costs (Section 1- Part D – separate Excel spread sheet)**
- Method Statement, including example risk assessments, and Programme of Works (used in tender evaluation)**
- Copies of insurance certificates**
- Form of Tender (Appendix 2)**
- Tender Questionnaire (Appendix 3)**
- Non-collusive tendering certificate (Appendix 4)**

## SECTION 3: DEFINITIONS AND STANDARD TERMS AND CONDITIONS

### DEFINITIONS

In this Contract the following terms shall have the meanings prescribed unless otherwise stated or otherwise required by the context:

**“Accident”** means any event which results in injury, damage or loss

**“Airlifting Works”** means the airlifting of Materials and/or personnel in accordance with the Specification

**“Authority”** means the Peak District National Park Authority

**CDM Regulations** means the Construction (Design and Management) Regulations 2015 and the current approved code of practice published by the Health and Safety Executive (or equivalent)

**“Contract”** means the Form of Contract to be signed and completed by the Parties

**“Contract Particulars”** means the particulars of the Contract set out in the Form of Contract

**“Contract Period”** means the period set out in the Contract Particulars

**“Contamination”** means any contamination due to a discharge spillage release or emission into any environment medium or substance which is capable of causing harm to the health of living organisms or other interference with the ecological systems of which they form a part

**“Conditions”** means together the Standard Conditions and the Detailed Conditions

**“Contractor”** means the Tenderer whose tender has been accepted by the Authority

**“Contract Variation”** means any addition or variation to the Works in accordance with the Standard Conditions

**“CROW”** means the Countryside and Rights of Way Act 2000

**“Daily Log”** means an electronic or written report if required in the Specification

**“Defects Liability Period”** means the defects liability period set out in the Contract Particulars (if any)

**“Detailed Conditions”** means the conditions contained at **Section 1**

**“Environmental Law”** means all laws including common law statute bylaws or regulations applicable in England and Wales and all orders of any Regulatory Authority concerning the protection of the environment or human health

**“Equipment and Machinery”** means vehicles machinery plant tools and all other associated items required for the proper performance of the Works

**“Form of Tender”** means the tender return form at **Section 1**

**“Foreman”** means the supervisor assigned by the Contractor to supervise the Works (if any)

**“Force Majeure Event”** means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, severe weather event which would result in a reasonably prudent contractor not being able to continue and complete the Works, fire, earthquake, epidemic, nuclear disaster, act of terrorism or other natural physical disaster

**“Form of Contract”** means the form of agreement annexed

**“Incident”** means an event which has caused or could have caused, injury, illness or damage to assets, the environment or third parties

**“Invitation to Tender”** means the invitation to tender for the Works

**“Itemised Costs”** means the costs for the Works itemised by the Tenderer in the Form of Tender

**“Landowner”** means those persons who own the freehold or leasehold title to the land on which the Works are to be performed (independent of any grazing or other rights) (if any)

**“Location Maps”** means the maps contained or referred to in **Section 1**

**“Lift Site”** means those sites from which the Material or part is to be airlifted pursuant to the Specification and (if applicable) identified on the Location Maps  
**“Material(s)”** means fencing and posts and other materials required for the Works  
**“Method Statement”** means a statement setting out the proposed methods for the execution of the Works or otherwise and forming part of the Tender  
**“Near Miss”** means an event that had the potential to cause injury, damage or loss, but which did not do so  
**“Nominated Officer”** means the Authority’s officer who shall be the main point of contact for the Contractor and shall be notified to the Contractor from time to time.  
**“Payment”** means a payment in respect of the Works made pursuant to this **Section**  
**“Party”** means a party to this Contract (and shall include the plural if applicable)  
**“Price”** means the price set out in the Contract Particulars  
**“Programme of Works”** means the programme for the Works provided by the Tenderer in the Tender and forming part of the Tender Documentation  
**“Project”** means the project as set out in the Project Objectives (if any)  
**“Project Objectives”** means the objectives as set out in **Section 3** (if any)  
**“Project Progress Report”** means a report provided by the Contractor detailing the progress of the Works with reference to the Programme of Works  
**“Purchase Order”** means the Purchase Order form issued by the Nominated Officer in connection with the Works  
**“Regulatory Authority”** means the Environment Agency, local authority or any other government department or public body  
**“RIDDOR”** means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (and updated 2013)  
**“Risk Assessment”** means an assessment of the risks associated with the Works  
**“Site(s)”** means the Sites used in connection with the Works and shall include Donor Sites/Drop Sites/Lift Sites/Work Sites (as applicable)  
**“SSSI”** means an area of land designated as a Site of Special Scientific Interest (or the equivalent or similar designation)  
**“Specification”** means the specification and requirements of the Authority as set out in **Section 1** together with such modifications additions and variations as may be made in accordance with this Contract (and shall include all references to “Contract Specification”)  
**“Standard Conditions”** means these conditions  
**“Target Completion Date”** means the date targeted for completion of the Works as set out in the Detailed Conditions and Contract Particulars  
**“User”** means those persons granted rights over the land on which the Works are to be performed (if any) including (but not limited to) shooting and grazing rights  
**“Tender”** means the tender submitted by the Tenderer (and shall include the term “Tender Return” and “Form of Tender”)  
**“Tenderer”** means the person or company submitting a tender  
**“Tender Documentation”** means any documents forming part of this Tender and the supplementary documentation (if any) supplied as part of such documentation  
**“Unsafe Act”** means any act at variance with the Method Statement that may increase the potential for an Accident  
**“Waste Material”** means all packaging, bags, metal tapes, plastic and all other material and rubbish associated with or produced during the course of the Works  
**“Works”** means construction of stock fencing consistent with the Project Objectives and in accordance with the Specification and Tender Documentation, together with any alterations and amendments instructed by the Nominated Officer pursuant to the terms of this Contract  
**“Works Site”** means those areas on which the Works are to be carried out pursuant to the Specification and (if applicable) identified in the Location Maps

**“Works Commencement Date”** means the date that the Works are to be commenced as set out in the Contract Particulars

**“Works Completion Date”** means the date on which the Nominated Officer specifies in writing to the Contractor that the Works have been completed to its satisfaction in accordance with this Section

## **2. INTERPRETATION**

- 2.1 Words importing the singular tense shall include the plural and vice versa and obligations undertaken by more than one person shall be deemed to have been undertaken jointly and severally.
- 2.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms save to the extent he is named or identified as a person or class of persons specifically intended to take a benefit under the Contract.
- 2.3 If any provision of the Contract shall become or shall be declared by any court to be invalid or unenforceable in any way, such invalidity or un-enforceability shall in no way impair or affect any other provision of the Contract, all of which shall remain in full force and effect.
- 2.4 This Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 2.5 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or other otherwise available to it.
- 2.6 Upon termination of the Contract no term other than clauses relating to Confidentiality, Insurance, Defects Liability, Liability of the Contractor (including Liquidated Damages (if any)) and Arbitration shall survive unless expressly provided.

## **3. STANDARD CONDITIONS**

### **1. The Nominated Officer**

The rights, obligations, functions and powers conferred on the Authority under this Contract shall be exercised by the Nominated Officer.

### **2. Performance of Contract**

- a. The Contractor agrees that at all times it will carry out the Works and perform the Contract in compliance with the following conditions:
  - i. in compliance with the Conditions (and any such modifications authorised under the Conditions);
  - ii. in a manner wholly consistent with the Tender Documentation;
  - iii. to the entire satisfaction of the Nominated Officer; and
  - iv. in any event with all the due skill, care and diligence that would be expected of a qualified competent and experienced person undertaking the Works.
- b. The Contractor shall notify the Nominated Officer as soon as practicable and in any event within 24 hours if the Contractor is unable to carry out any part of the Works or perform any of its obligations under the Contract.

### **3. Employees**

- a. The Contractor shall not engage or employ in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.

- b. At the request of the Nominated Officer the Contractor shall remove or procure the removal within a reasonable period (or immediately if required) any person employed by the Contractor or sub-contractor for any reasonable reason (provided the Authority shall not act vexatiously). The Authority shall either at the time or promptly provide to the Contractor written reasons for such request. Such persons shall not be again employed in the performance of Contract without the permission of the Nominated Officer.
- c. The Authority shall not in any circumstances be liable to the Contractor or any of its employees in relation to such action or removal and the Contractor shall fully and promptly indemnify the Authority in respect of any claims brought against it by any such employee.
- d. The Nominated Officer shall have the right if reasonable and on notice to interview any member of the Contractor's staff in connection with the performance of the Contract.
- e. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor and shall fully indemnify and keep indemnified the Authority in respect of any liability of the Authority in respect of them and shall ensure that the employment of all staff complies with relevant statutes and regulations.

#### **4. Signage**

- a. The Contractor shall not fix signs, notices or advertisements on Sites without the prior written approval of the Nominated Officer.

#### **5. Equipment and Machinery (including vehicles)**

- a. The Contractor shall at all times at its own cost provide such Equipment and Machinery as is necessary for the proper performance of the Contract. All Equipment and Machinery must be guarded to current safety standards and left immobilised and secure when unattended. In particular, power take-off shafts on tractor-driven machinery must be fully guarded.
- b. The Contractor shall at all times be fully responsible for licensing, fees, taxes and insurances required in connection with or arising out of the possession or use of the such Equipment and Machinery.
- c. The Contractor shall at its own expense keep all such Equipment and Machinery in good and serviceable repair and maintained in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract. The Equipment and Machinery should be used in accordance with the manufacturer's instructions. Operators must be trained and competent. Where industry/Regulatory Authorities or bodies recognise specific standards of competence valid certificates will need to be produced.
- d. The Contractor shall obtain the Authority's written approval to the use and positioning of the Equipment and Machinery prior to the Works Commencement Date and shall use no other Equipment and Machinery without prior approval of the Nominated Officer.

- e. No Equipment or Machinery which is wheeled will be allowed on soft, wet or environmentally sensitive locations without the prior approval of the Nominated Officer.
- f. Any vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer only. Access for Equipment to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period if, in the opinion of the Nominated Officer, this is necessary or desirable. The Contractor will not permit any movement of Equipment and Machinery on or to such areas without the prior approval of the Nominated Officer.
- g. Any damage arising from any breach of this Clause by the Contractor any sub-contractor or their employees agents or invitees shall be immediately repaired or replaced at the Contractor's expense and to the satisfaction of the Nominated Officer.
- h. The Contractor shall ensure that all highways or other rights of way in the vicinity of the Works used by the Contractor are kept clean of mud and other debris.

## **6. Environmental Provisions**

- a. All Works will be carried out in a manner which conforms to environmental protection legislation and minimises damage to the environment and nature conservation interests. Reference should be made to statutes and codes of practice including (but not limited to):
  - i. The Water Resources Act 1991;
  - ii. The Environmental Protection Act 1990
  - iii. The HMNSO booklet 'Waste Management – The Duty of Care – a Code of Practice with Regard to Disposal of Wastes';
  - iv. Codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- b. The Contractor must comply with all current legal requirements relating to the storage, handling, use and disposal of hazardous substances (including fuel). In particular the Contractor must comply with:
  - i. the Control of Substances Hazardous to Health Regulations 1992 (COSHH);
  - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
  - iii. Control of Pesticides Regulations 1986.
- b. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statutes are not to be harmed or their habitat damaged. Nesting birds are not to be disturbed and are to be reported immediately to the Nominated Officer.
- c. Any public complaints must be immediately reported to the Nominated Officer. The Contractor shall at its own cost promptly deal with any requests by the Nominated Officer in relation to such complaints (including but not limited to investigating the nature and cause of any such complaint).
- d. Site(s) must be left clean and tidy at all times.
- e. Dogs and smoking are not permitted on Site(s).
- f. Fuels may be stored at some of the Sites but only with prior approval from the Nominated Officer. All fuels must be stored in a suitable, secure container according to the COSHH assessment undertaken by the Contractor and provided to the Authority. Fuels must not be located near

to any open watercourse. The type of container used to store fuel must be agreed with the Nominated officer prior to the Works Commencement Date.

- g. The Contractor shall ensure that it has at all times on the Sites spill kits for fuels and oils specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer's instructions.
- h. The Contractor shall not damage or permit damage of any areas allocated for Sites or any Access Tracks (if applicable). In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
- i. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading and loading of Materials, parking of vehicles, and storage of Materials.
- j. Machinery and Equipment movement on the Sites should be kept to the minimum that might reasonably be expected to complete the Works. Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Method Statements must state types of Machinery and Equipment to be used.
- k. The Contractor shall take all precautions to ensure that no pollution arises from the execution of the Works which may result in Contamination either on, in, under or off Site(s). The Contractor shall indemnify the Authority against any costs or damages or claims related to this liability.
- l. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Agricultural Waste Regulations 2006. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- m. The Contractor must comply with the Noise at Work Regulations 1989. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

## **7. Health and Safety**

- a. The Contractor will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract. Methods Statements should include operational Risk Assessments, copies of which are to be submitted with a tender. Failure to submit RAMS may result in disqualification of the Tender.
- b. Copies of Site Risk Assessments for all Sites used during the Works must be produced to the Nominated Officer before the Works Commencement Date. If a generic Risk Assessment and Method Statement was provided by the Contractor with its Tender Return, the Authority may, at its option require a Site specific Risk Assessment and Method Statement.

- c. The Contractor must at all times adhere to and comply with RAMS.
- d. Health and Safety Plan:
  - ii. The Contractor is to submit a copy of his Health and Safety Policy which is issued to his employees, to the Nominated Officer. This will form part of the site safety plan ("the Site Safety Plan").
  - iii. The RAMS will form part of the Site Safety Plan. Prior to commencing any Works, the Contractor will submit any alterations to the Method Statements that may be necessary, for the approval of the Nominated Officer. The Contractor's Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- e. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- f. The Contractor must provide all appropriate clothing and Equipment and ensure that all persons working under his control wear/use the clothing and Equipment as required. This includes high visibility clothing.
- g. The Contractor is responsible for the provision of first-aid cover and facilities for its employees, in accordance with the Health and Safety (First-Aid) Regulations 1981.
- h. The Authority may instruct the Contractor, or any person working for the Contractor, to suspend work if there is imminent risk of injury to any person.
- i. The Contractor is responsible for recording any accidents in the Contractor's accident book, in accordance with the Health and Safety at Work Act 1974 (HSW).
- j. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- k. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 1998.
- l. The Contractor must be aware that the Works Sites may be accessible by the public and must take all appropriate precautions to protect these persons and their property, including, if required by the Nominated Officer, the provision of warning notices/signs or barriers.
- m. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.
- n. All Equipment and Machinery that could cause environmental damage and/or a health and safety risk to members of the public or land users must be secured overnight to prevent theft or misuse. Contractors are responsible for securing appropriate locations nearby to accommodate their equipment and operations whilst the Works are not being undertaken.
- o. Services:
  - i. Location of services; The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the Works before the Works Commencement Date and comply with their requirements and the requirements of the Authority;
  - ii. Excavations:
    - 1. Must be covered when unattended;
    - 2. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
    - 3. If over 1m in depth and in existence for less than 1 week: be cordoned off;

4. If over 1m in depth and in existence for more than 1 week: be barriered.
- p. Site Safety Considerations
- i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
  - ii. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
  - iii. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.
  - iv. Lifting of heavy objects; the Contractor and employees should follow Manual Handling Operation Regulations 1992 (or any replacement).
  - v. The Contractor shall employ the 'best practical means' as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites (or subsequent provisions).
  - vi. The Contractor must take all necessary additional precautions when working alongside roads and comply with Chapter 8 of the Traffic Signs Manual (or any replacement).
  - vii. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

#### **8. British Standards**

- a. These provisions shall apply only where any of the Material is supplied by a Contractor.
- b. Except where specified to the contrary all Materials are to comply with the latest British Standard specification or equivalent national standard of another Member State of the European Community or international standard (whichever is the higher). All Materials shall be fit for purpose.
- c. In the event of the Nominated Officer (whose decision shall be final) not being satisfied that the Materials meet the required standard the Contractor shall comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be accepted. Except where specified in the Tender Documentation to the contrary all workmanship is to comply with the latest British Standard Code of Practice.

#### **9. Project Progress Report**

- a. The Contractor shall promptly supply the Authority with a Project Progress Report on the dates agreed and notified to the Contractor.

#### **10. Variation of Contract**

- a. Without prejudice to any other of the Conditions a Contract Variation shall not be valid or of any effect unless it is agreed pursuant to this clause and confirmed in writing (including e-mail) by the Nominated Officer and the duly authorised agent or representative of the Contractor. Contract Variations for which there is no written confirmation are not authorised and will not be paid for under any circumstances. No other variations to the Contract shall be accepted by the Authority.

- b. The Nominated Officer may request any Contract Variation that are in his opinion necessary or desirable for the most efficient performance of the Contract.
- c. Upon receipt of the request for a Contract Variation the Contractor shall calculate the additional cost (if any) of incorporating the Contract Variation into the Works and shall as soon as practicable provide details of such sum (in writing) to the Authority (“the Contract Variation Sum”) together with an indication of whether the proposed Contract Variation shall cause any delay on the Programme of Works.
- d. If the Contract Variation Sum is agreed by the Authority the Contract Variation shall be recorded in writing and shall form a part of the Works.
- e. Where in the absolute opinion of the Nominated Officer a written Contract Variation is impossible or impractical the Nominated Officer may give such order verbally but shall confirm it in writing to the Contractor as soon as practicable after the event and in any case within 48 hours of the Contract Variation.
- f. No Contract Variation in accordance with this clause shall in any way vitiate or invalidate the Contract but the Contract Variation Sum (if any) shall be taken into account in ascertaining the amount of the Payments (if any).

#### 11. Payment and Invoices

- a. On completion of the Contract (or any phase of the Contract) pursuant to a Purchase Order form and provided that the Contractor shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Nominated Officer the Contractor may submit to the Nominated Officer an invoice (‘Invoice’) for the sum due to him in respect of that Purchase Order form.
- b. Within thirty (30) days of the receipt of the Invoice (unless the Nominated Officer shall disagree with the amount claimed or require further information) the Nominated Officer shall (subject to being satisfied as to the performance and standard of the Contractor’s work) certify that the Invoice is correct for payment and shall procure payment to the Contractor of the amount so certified.
- c. Provisions for phasing of Payments (if any) shall be included in the Contract.

#### 12. Value Added Tax

- a. ***All sums payable under this Contract are (unless otherwise stated) exclusive of VAT and other duties or taxes and shall be payable upon production of a valid VAT invoice.***

#### 18. CDM Regulations

- 18.1. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the Project.
- 18.2. Without limitation, in accordance with the CDM Regulations:-
  - 18.2.1. The Authority’s main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
  - 18.2.2. The Contractor’s main duty is to plan, manage, monitor and coordinate the works under their control in a way that ensures the health and safety of anyone it might affect (including members of the public) during the construction phase.
  - 18.2.3. The Contractor shall ensure that the Health and Safety Plan is received by the Authority before any works under the

Contract is commenced and that any subsequent amendment to it by the Contractor is notified to the Authority;

- 18.2.4. Promptly upon the written request of the Principal Designer (as defined in the CDM Regulations (where appointed)) and in the absence of a Principal Designer being appointed the Authority, the Contractor shall provide (and shall ensure that any sub-contractor through the Contractor provides) such information as the Principal Designer requires for the preparation of the health and safety file.
- 18.3. The Contractor will ensure that all personnel engaged in undertaking the works shall be competent to undertake the Works, in accordance with the CDM Regulations.
- 18.4. The Contractor shall at all times during the subsistence and operation of the Contract provide a sufficient number of personnel having the requisite type and level of qualifications, expertise and experience to operate as team leaders to control, supervise and perform its obligations under the contract to ensure that such performance is carried out efficiently and safely. In particular but without limitation, such personnel shall be required to possess adequate knowledge of the operations to be carried out (including methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be requisite for the satisfactory performance of the Contract and shall notify the Nominated Officer of their names and contact details.
- 18.5. The Contractor shall notify the Nominated Officer of the name, address and telephone number of the person who will be the authorised agent or representative appointed by the Contractor to be in full operational control and who is authorised by the Contractor to receive on behalf of the Contractor directions and instructions from the Nominated Officer. Any instructions given to this representative shall be deemed to have been issued to the Contractor.

#### 14. Insurance

- a. The Contractor shall at all times from and including the Works Commencement Date or Contract Date (whichever is the earlier) effect and maintain in force such policies of insurance with reputable insurers approved by the Authority in respect of its liabilities hereunder and shall fully insure and indemnify the Authority against liability:
1. To the Authority and to any of their employees;
  2. To the employees of the Contractor;
  3. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
  4. In respect of the replacement of the Works.

in the sum of at least £5,000,000 (FIVE MILLION POUNDS) in respect of any single claim (£10,000,000 TEN MILLION POUNDS in the event that there are any Airlifting Works).

- b. The Contractor shall be liable for and indemnify the Authority against and insure and procure any sub-contractor to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out

of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Contractor or person for whom the sub-contractor is responsible.

- c. The Contractor shall, prior to the Works Commencement Date or Contract Date (whichever is the earlier) and also upon request supply copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Clause.
- d. In the event that the Contractor is in breach of this Clause the Authority may be at liberty to obtain such insurance as is required at the cost of the Contractor (payable on demand).

#### **15. Agency**

- a. The Contractor is not and shall not in any circumstance hold itself out as being the agent of the Authority.
- b. The Contractor is not and shall in no circumstance hold itself out as being authorised to enter into any Contract on behalf of the Authority or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
- c. The Contractor will not itself or permit any employee or other person engaged by the Contractor to represent themselves as being, servants or agents of the Authority for any purposes whatsoever.

#### **16. Liability of the Contractor**

- a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
  - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
  - ii. any and all proceedings, demands, penalties, statutory charges and fines;
  - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
  - iv. in each case to the extent arising out the Contractor's or any of its sub-contractors' breach or failure in performance of the Contractor's obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees.
- b. Any damage or loss which may occur during the Contract Period in relation to the Works or Materials or Equipment on or before the Works Completion Date or to any materials implements or property whatsoever of the Authority which may at any time for the purpose of the Works be in the custody or use of the Contractor or sub-contractor which shall arise from negligence of the Contractor or theft,

spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.

- c. The Contractor shall indemnify the Authority against all claims liability and actions for or in respect of any damage or injury to property or persons or claims for the infringement of patent rights or copyrights arising from or occasioned by the conduct of the Contractor or his sub-contractor or of any person employed by him or them or arising howsoever from or by the manner in which the Works shall be performed and executed and against all costs and proceedings in respect of any such claim.

## **17. Force Majeure**

- a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
  - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and
  - ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
  - iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Works from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.

## **18. Defects Liability Provisions**

- a. The Authority shall have the right at any time to inspect the progress of the Works and may make representations to the Contractor following any such inspection.
- b. The Contractor shall comply with the Nominated Officers directions following such inspections (insofar as they do not constitute Contract Variations).
- c. Upon the completion of the Works the Contractor shall notify the Nominated Officer and the Nominated Officer shall in its absolute discretion notify that the Works have been completed ("the Completion Certificate").
- d. In the event that the Nominated Officer cannot so notify the Contractor shall at its own cost carry out such works as shall be required to enable the Nominated Officer to confirm that the Works have been completed to its entire satisfaction.
- e. The Contractor shall procure that all defects in the Works notified to it during the Defects Liability Period by the Nominated Officer shall be promptly and at its own cost made good to the Nominated Officer's entire satisfaction.

## 19. Bribery and Corruption

- a. The Contractor warrants and undertakes to the Authority that:
  - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Anti-Bribery Law”);
  - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
  - iii. it will comply with the Authority’s anti-bribery policy as may be amended from time to time, a copy of which will be provided to Contractor on written request;
  - iv. it will procure that any person who performs or has performed services for or on its behalf (“Associated Person”) in connection with this Contract complies with this Clause;
  - v. it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this Clause;
  - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
  - vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this Clause and will provide any information reasonably requested by the Authority in support of such compliance;
  - viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- b. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 20 (Termination)**.

## 20. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a “Termination Notice”), such events being:
  - i. The failure to materially perform the obligations under **Clause 2 (Performance)**;
  - ii. Any material breach by the Contractor of any other provision of the Contract;
  - iii. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days;
  - iv. The Contractor suffering a legal claim against its possessions or if the Contractor consists of one or more individual, any such individual dying, entering into a composition or arrangement for the benefit of its creditors or having a receiving order in bankruptcy made against it or, if the Contractor consists of a body corporate, the Contractor having a Receiver or a Receiver and a Manager appointed or being the subject of a resolution or order for winding up (save for an amalgamation or reconstruction of a limited company);

- v. Any governmental or other licence, consent or authority required by the Contractor to enable it to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Contractor to perform any of its obligations thereunder;
  - vi. The continuation of a Force Majeure Event for a period of time which in the opinion of the Nominated Officer materially affects or prejudices compliance by the Contractor of its obligations to the Authority or is likely to do so, preventing the Contractor from fulfilling its obligations under the Contract for a period of 45 days or more or the occurrence of a Force Majeure Event which in the opinion of the Nominated Officer is substantially unlikely to cease to be a Force Majeure Event for the remainder of the Contract Period
  - vii. The withdrawal of the Authority's funding for a Project;
  - viii. The re-organisation (and/or abolition) of the Authority to the extent that the licence consent or authority required by it to enable to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Authority to perform any of its obligations thereunder.
- b. A Termination Notice shall be in writing and may be given by the Nominated Officer on behalf of the Authority.
- c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
- i. The Contractor shall forthwith cease to perform of the Works;
  - ii. (Save where a Termination Notice is served pursuant to an event within the Authority's control) the Contractor shall fully and promptly indemnify the Authority in respect of:
    - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
    - b. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period. The Authority shall be at liberty to procure such performance by any persons (whether or not employees of the Authority) as the Authority shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Works performed.
  - iii. The Authority shall be under no obligation to make any further Payments to the Contractor and shall be entitled to retain any Payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Authority all sums due under this Contract or to deduct from it any sum due from the Contractor to the Authority under this Contract.
  - iv. The Authority shall not be liable for any claim demands costs expenses losses incurred or suffered by the Contractor (or any sub-contractor) resulting (either directly or indirectly) from the serving of a Termination Notice.
  - v. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

## 21. Contract Suspension

- a. In the event that a Termination Event occurs the Authority may at its option on written notice to the Contractor suspend this Contract for such reasonable period

as the Authority shall notify the Contractor (the “Contract Suspension Period”) and the Authority shall have the right to instruct another contractor to carry out the Works during the Contract Suspension Period and the cost of the Authority in relation to such suspension shall be deducted from the Price.

- b. The exercise of the rights in this Clause above shall be without prejudice to any antecedent claim by the Authority and shall not prohibit the Authority from serving a Termination Notice at any time.

## **22. Assignment**

- a. The Authority shall be entitled to assign or transfer the benefit of the Contract or any part thereof and shall give written notice of any assignment or transfer to the Contractor.
- b. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Authority.
- c. The Contractor shall not sub-let the whole or any part of the Works without the written consent of the Nominated Officer together with any conditions. If such consent is given it shall not relieve the Contractor from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-contractor, its agents, servants or workmen.

## **23. Gangmasters (Licensing) Act 2004 (“the Act”)**

- a. If the Works are subject to the Act (and if in doubt the Contractor shall liaise with the Nominated Officer) or (at the direction of the Authority) the Contractor shall obtain and provide a full copy of its gangmasters licence pursuant to the Act (“the Licence”).
- b. Where the Contractor is required to obtain a Licence, it shall ensure that such licence is valid and maintained and shall notify the Authority immediately if such licence is revoked or modified.

## **24. Title**

- a. All items of whatever nature and any other artefacts excavated or found during the execution of the Works shall remain the property of the Landowner, and the Contractor will have no right of ownership. The Nominated Officer must be immediately notified of the location of any artefacts found during the course of the Works and the Contractor shall comply with all instructions issued by the Nominated Officer.

## **25. Notices**

- a. No notice to be served upon the Authority shall be valid or effective unless it is sent by prepaid post or delivered by hand to the Authority at the address specified below or to such other address as the Nominated Officer may notify the Contractor in writing.

**Head of Law  
Peak District National Park Authority  
Aldern House  
Baslow Road  
Bakewell**

**Derbyshire  
DE45 1AE**

Any notice to be served upon the Contractor shall be valid and effective if it is sent by prepaid post or delivered by hand to the registered principal place of business or to the address shown in this Contract if different or is delivered by hand to a Director, Company Secretary, or other responsible representative of the Contractor.

**26. Arbitration**

- a. All disputes under this Contract shall be settled by arbitration under the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single Arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Arbitrators.
- b. Any award or decision of such Arbitrator shall be final and binding on the Parties.
- c. Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Works with all due diligence and the Contractor and the Authority shall all give effect to every such decision of the Nominated Officer unless and until the same shall be revised by an arbitrator as hereinafter provided.

**27. Observation of Statutory Requirements**

The Contractor shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the performance of the Works including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Works (where the same are within the power and control of the Contractor) and the Contractor shall indemnify the Authority accordingly.

**28. Stamp Duty and Professional Fees**

Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender Documentation and any formal Contract documents arising therefrom.

**29. Waiver**

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with these conditions.

**30. Whole Contract**

The Contract (which includes the Tender Documentation) constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

**31. Warranty**

The Contractor and the Authority warrant their power to enter into this Contract and have obtained all necessary approvals to do so.

### 32. Rights and Duties Reserved

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Authority's rights or powers duties and obligations in the exercise of its functions as a local authority for the enforcement of or pursuance of any enactment by-law or regulation for the time being in force.

### 33. Confidentiality and Data Protection

- a. Each Party will procure that all confidential information which may already have come into the ownership, possession or control it or of a subsidiary prior to the execution of the Contract provided by the Contractor, or which may at any time hereafter until termination hereof come into the ownership, possession, or control of either of them relating to the other Party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract (hereinafter referred to as "the Confidential Information"), shall strictly:-
  - i. not be used for any purpose other than the performance of the Contract;
  - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Contractor now or at any time in the future; and
  - iii. not after termination be used for any purpose whatever or disclosed to any third party.
- b. The receiving Party shall inform the disclosing Party immediately if it comes to the notice of the receiving Party that any confidential information has been improperly disclosed or misused.
- c. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf.
- d. Upon termination hereof, or at the request of the Authority the receiving Party shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
- e. Data Protection. To the extent that the contractor is a data processor under the contract, of data in respect of which the purchaser is the data controller, it is agreed that
  - i. The contractor may only use the data on the instruction of the purchaser. The data cannot be used for the contractor's own purposes.
  - ii. The contractor shall comply with the security measures required by the seventh data protection principle in part 1 of schedule 1 to the Data Protection Act 1998 (as interpreted by paragraph 9 of part 2 of that schedule).
  - iii. The contractor shall, upon request, demonstrate to the reasonable satisfaction of the purchaser the security and related organisational measures operated by the supplier and as applied to the contract.

- iv. The contractor shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

#### **34. Freedom of Information and Transparency**

- a. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Code"). The Contractor shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Code. The Contractor shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- b. The Contractor acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

#### **35. Copyright**

- a. The copyright, design right, trademark or patent or other form of intellectual property in all data, reports, documents, drawings and designs (whether in paper or electronic format) created by the Contractor or the Authority in connection with the Works shall be vested in the Authority. The use or disclosure of any such report for any purpose at any time is strictly prohibited except with the explicit written consent of the Authority.

#### **36. Contract Period**

- a. This Contract shall extend for the Contract Period and shall not be terminable by either party within that period save in accordance with these Conditions.
- b. Notwithstanding the Contractor's obligations to maintain a capability to carry out the Works under the Contract or the Contractor's obligations generally, the Authority does not guarantee any level or volume of work or Purchase Order forms in respect of the Works at any time during the Contract Period.

#### **37. Sub-contracting**

- a. The Authority's prior written approval must be obtained before any part of the Works is sub-contracted. The Authority reserves the right to refuse such approval as its absolute discretion.
- b. An approved sub-contractor must give a direct warranty and undertaking to the Authority but the Tenderer will nonetheless remain primarily liable for carrying out and completing the Works.

#### **38. Ancient Monuments and Archaeological Areas**

- a. Unauthorised works and wilful or reckless damage to Scheduled Monuments are offences under Sections 2 and 28 of the Ancient

Monuments and Archaeological Areas (as amended) Act 1979 (“the 1979 Act”).

- b. The Contractor (and any subcontractor) must have particular regard to the following statement provided by English Heritage:  
“Any person...operating or causing to be operated mechanised cutting equipment on a Scheduled Monument in England containing upstanding stone features would potentially place themselves at risk of prosecution under the above Act given the reckless nature of such action in the clear knowledge of the following facts:-
  - i. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
  - ii. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
  - iii. The practise of mechanised cutting of heather when conducted over a cairnfield or other upstanding stone features is likely to cause damage to such features which may comprise offences under Sections 2 and 28 of the 1979 Act
- c. The Authority shall, wherever possible provide details of any Scheduled Monuments at any of the Sites however, this does not obviate the need for the Contractor to carry out its own searches and enquiries including (but not limited to);
  - i. Consultation of the National Heritage List for England at <http://www.english-heritage.org.uk/professional/protection/process/national-heritage-list-for-england/>; and
  - ii. Consultation of the Peak District National Park Authority archaeological department.
- d. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
- e. The Contractor (and any subcontractors) shall comply with all conditions requirements and consents required by English Heritage and Peak District National Park (whether supplied by the Authority or otherwise) relating to the Works at the Sites and shall notify the Authority of and fully indemnify the Authority against all losses costs claims and demands arising from any breach of such conditions consents or requirements or any breach of the 1979 Act.

### 39. Conditions

- a. In the event of any contradiction between the Standard Conditions and the Detailed Conditions then the Detailed Conditions shall prevail.
- b. The Conditions and all other conditions contained in the Tender Documentation shall take precedence over all other terms and conditions provided by a Contractor (including any terms and conditions which a Contractor purports to imply under any confirmation of order, specification or other document).
- c. No terms and conditions endorsed on, delivered with or contained in a confirmation of order, specification or other document provided by the Contractor shall form part of the Contract.

### 40. Equality

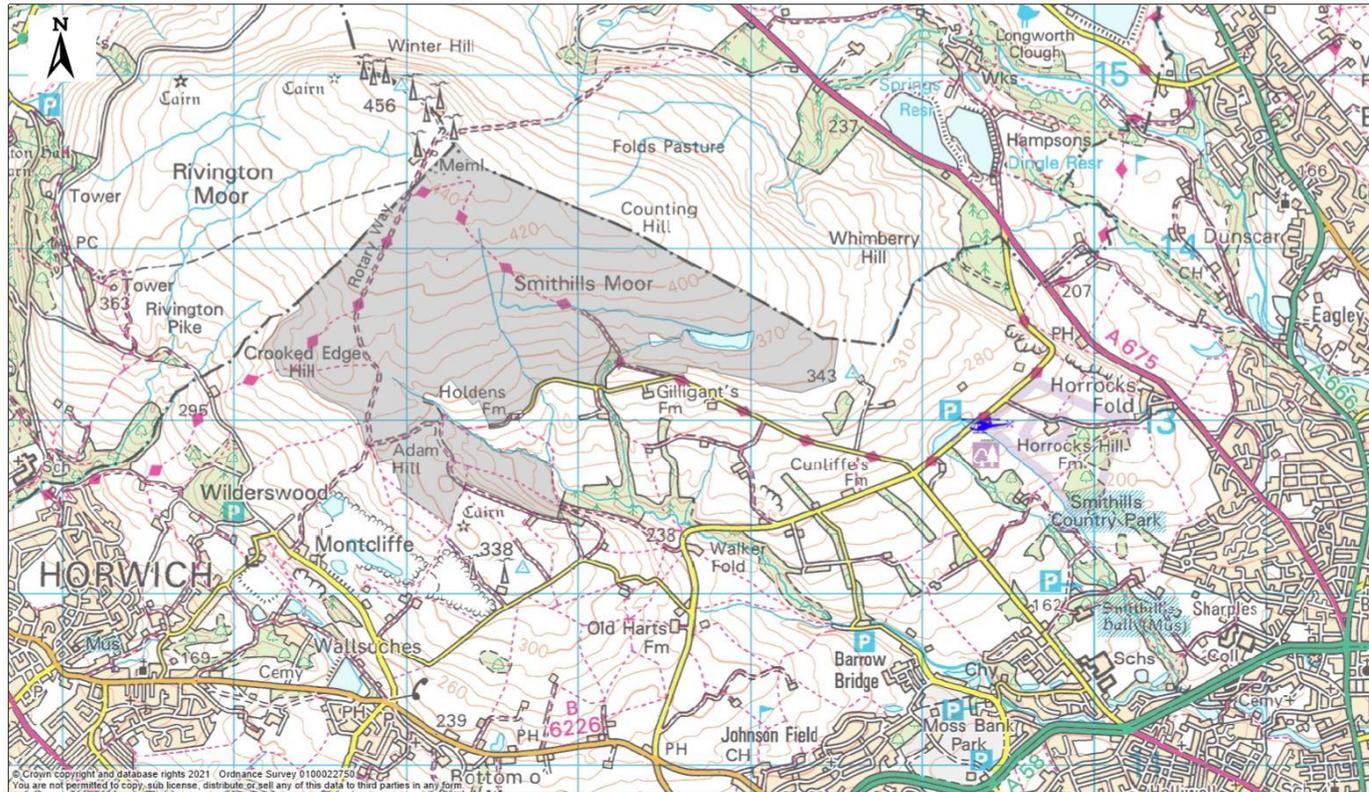
- a. The Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
  - i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
  - ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
  - iii. Foster good relations between people who share a protected characteristic and those who do not.
- b. The Authority's [Equalities Policy and Action Plan](#) is available on its website. The Supplier shall not unlawfully discriminate in any way which is in conflict with that policy, and shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

#### 41. COVID-19

- a. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for the Works.
- b. The Contractor shall cease the Works upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in the opinion of the Authority, frustrates the Works. Recommencement of the Works shall be on the basis set out in this clause and any other reasonable requirements of the Authority.
- c. If the Contractor, or its subcontractors, fails to observe or becomes aware of any failure to observe Covid-19 site operating procedures, the Contractor shall immediately cease the Works and inform the Authority of the date, nature and duration of the breach. The Works shall not recommence until such time as the Authority is satisfied that the Contractor has instituted appropriate procedures to ensure that the breach is remedied and not repeated.
- d. A breach of this clause shall be treated as material breach of contract.
- e. Any costs of impact on the programme of works resulting from Covid-19 (save for any resulting from a breach of this provision) will be agreed between the Authority and the Contractor and shall be treated as a Contract Variation.

## APPENDICES

## 1. LOCATION MAPS



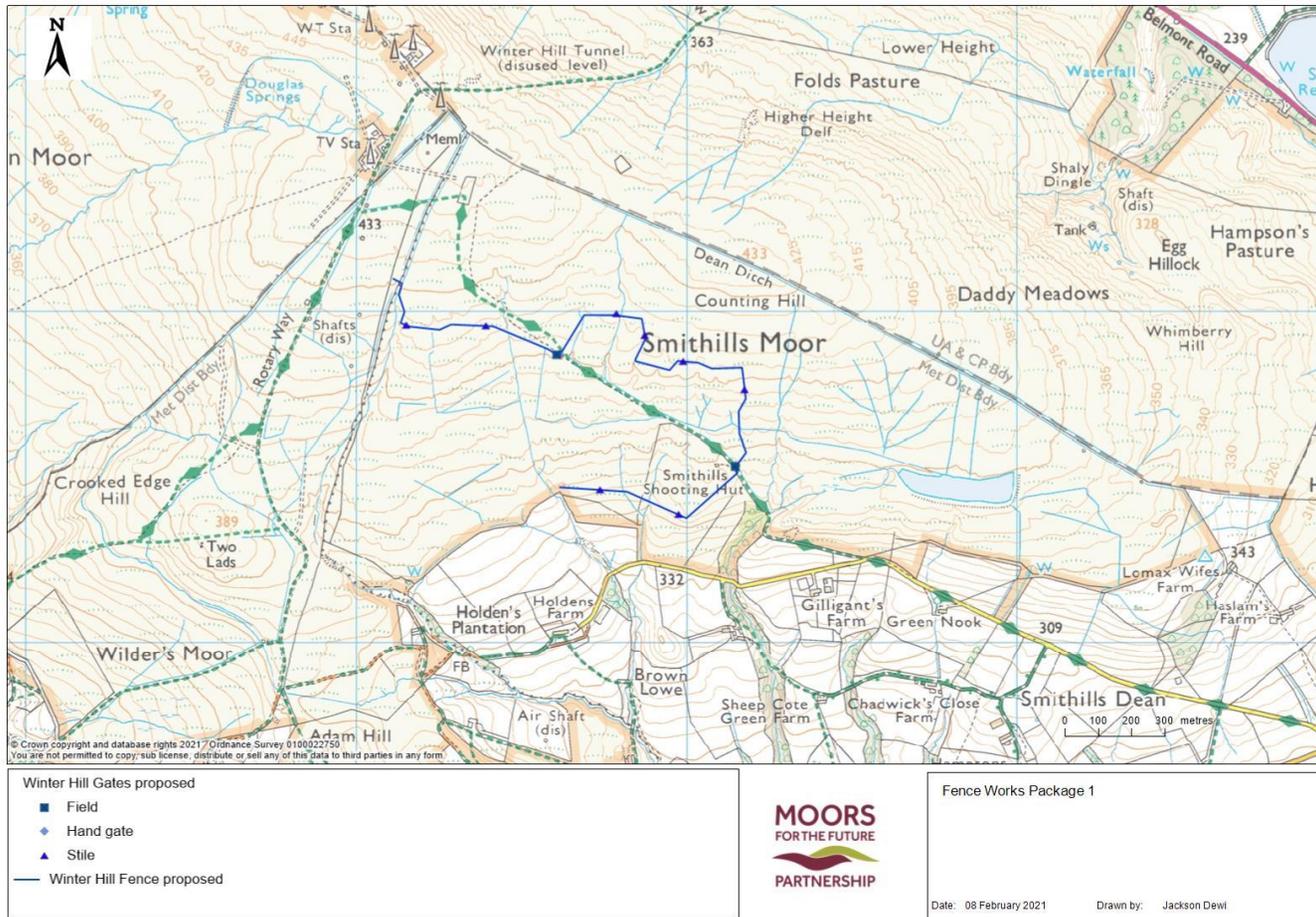
0 250 500 750 metres

Title:	Smithills, Winter Hill
Date:	08 February 2021
Drawn by:	Jackson Dewi

### Map 1 – Site location

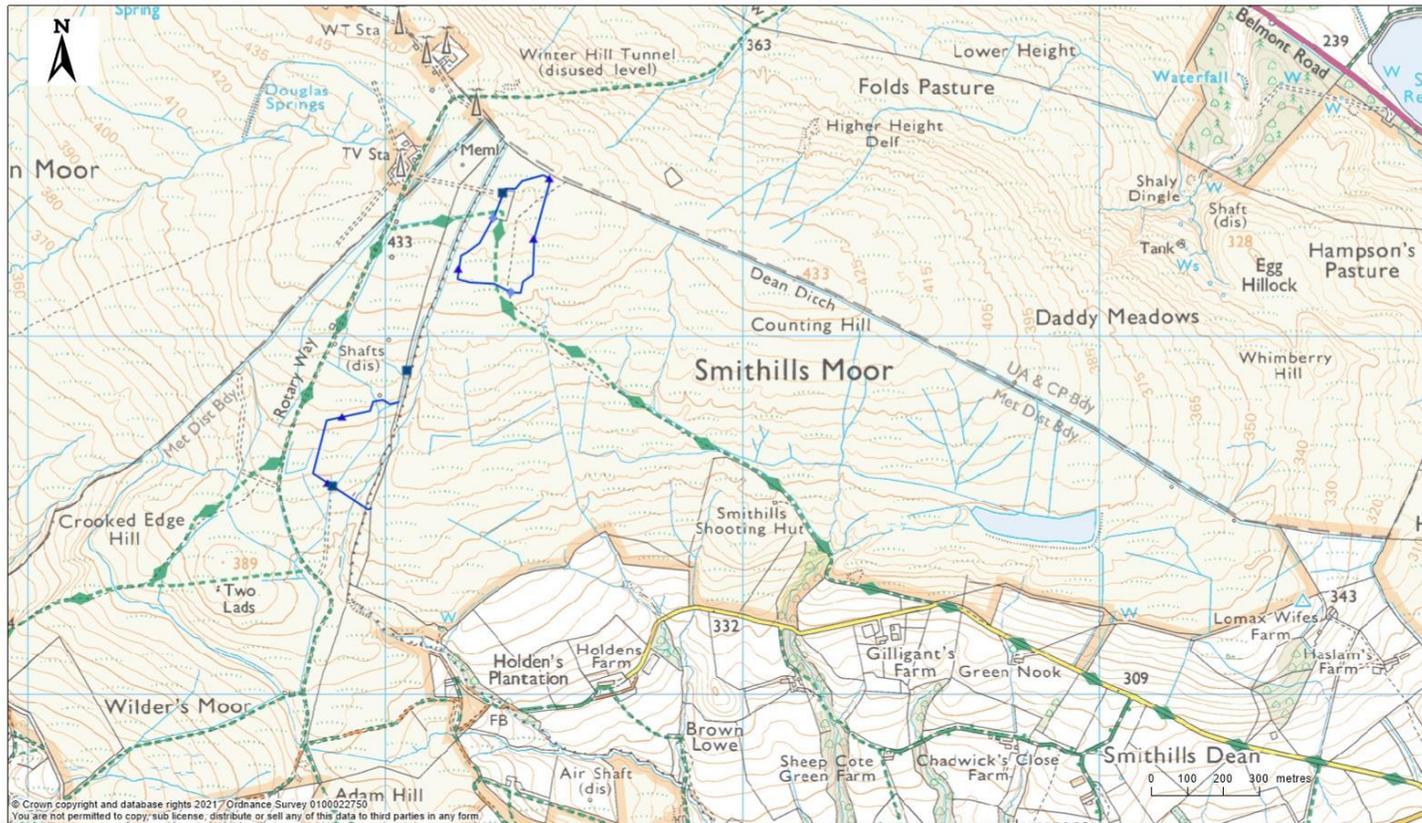
MFF 123 2021 Stock fencing on Winter Hill

**Map 2 – Works package 1**



MFF 123 2021 Stock fencing on Winter Hill

**Map 3 – Works package 2**



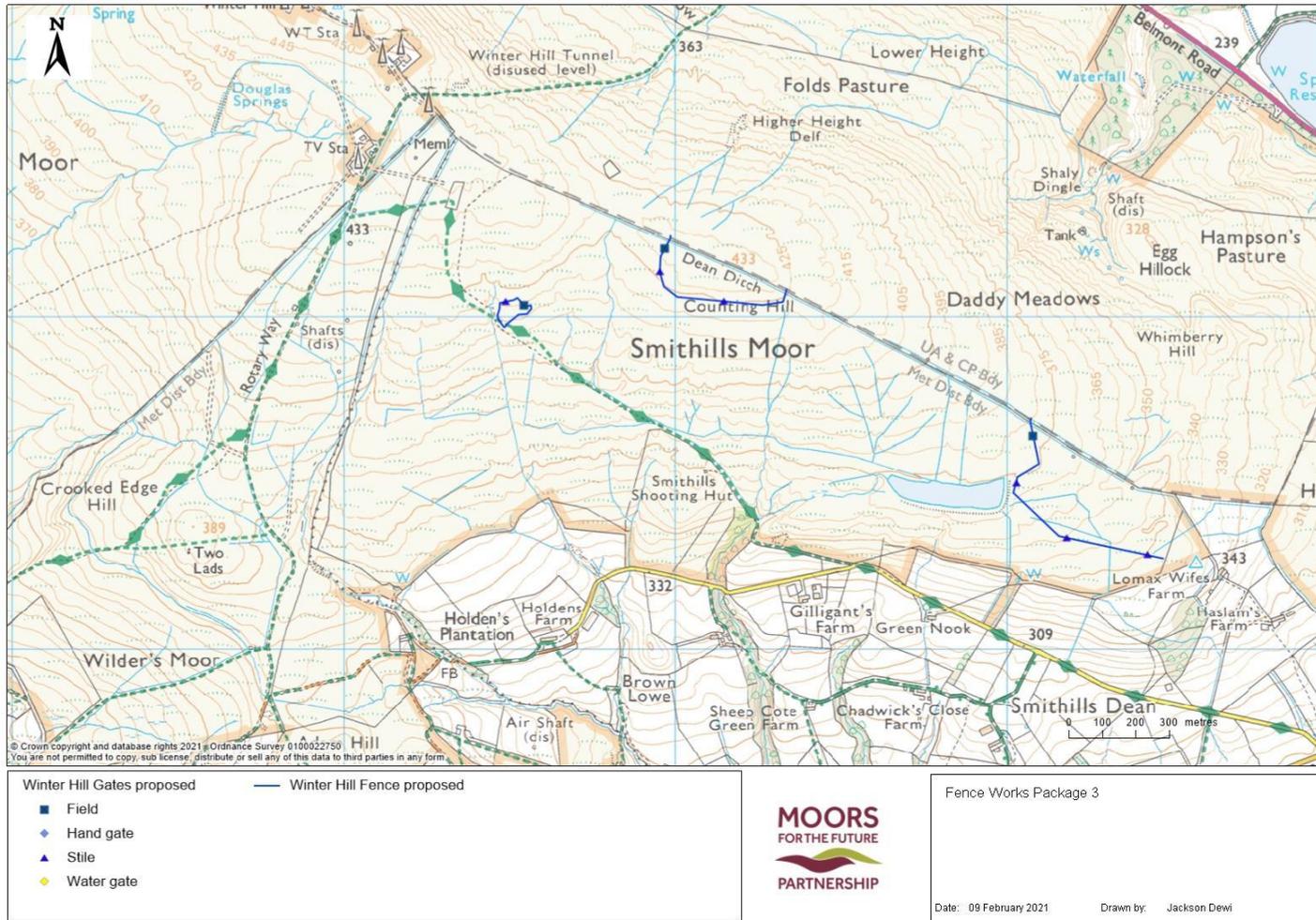
Winter Hill Gates proposed

- Field
- ◆ Hand gate
- ▲ Stile
- Winter Hill Fence proposed

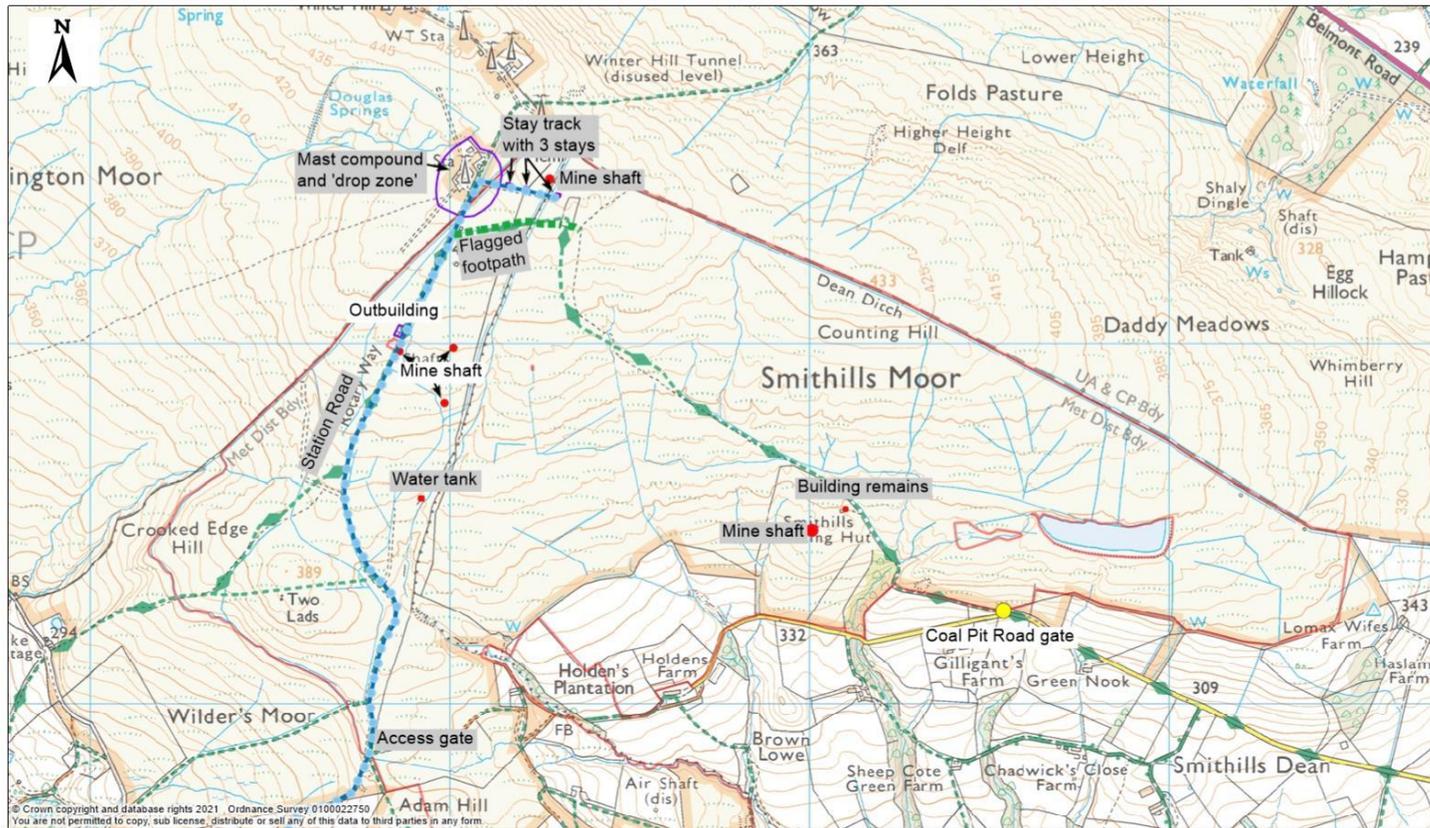
Fence Works Package 2

Date: 08 February 2021      Drawn by: Jackson Dewi

**Map 4 – Works Package 3**



**Map 5 – Access and hazards**



Title: \_\_\_\_\_

Date: 25 January 2021      Drawn by: Jackson Dewi

**Map 6 – Horrocks Wood car park**



0 25 50 75 metres

Title:

Date: 25 January 2021 Drawn by: Jackson Dewi

## 2. FORM OF TENDER

### Appendix 2: FORM OF TENDER (To be completed by the Tenderer) RELATING TO MFF 123 2021 Stock fencing on Winter Hill (“the Works”)

To: Peak District National Park Authority

- I/We the undersigned, hereby Tender and offer to perform the Contract, details of which was set out in the Invitation to Tender supplied to me/us for the purpose of Tendering for the Contract, and agree to do so in accordance with the terms of the Invitation to Tender.
- I/We confirm that I/We will provide the Contract at the price provided in my/our Tender.
- I/We confirm that the price provided in my/our Tender will not be subject to any increase otherwise than as determined in accordance with the Contract.
- I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 90 days from the closing date for the receipt of Tenders.
- I/We confirm that we agree the Contract and undertake that in the event of our Tender being accepted to execute the Contract (subject to any permitted amendments) promptly and in any event within four (4) weeks from the date on which I/we receive notification that our Tender is successful and in the interim perform the Works in accordance with the Contract (subject to such amendments).
- I/We confirm that attached to this Tender are ALL of the following:
  - Certificate of Non-Collusive Tendering;
  - Completed Tender Questionnaire;

Enter Tender Price in Words and Figures below:

---

Period of Works:                      days

- I/We confirm that the information supplied to you and forming part of this Tender, including, for the avoidance of doubt, any information supplied to you as part of my/our initial expression of interest in Tendering, was true when made and remains true and accurate in all respects.
- I/We understand that any false representations, including but not limited to, changes to forms, could result in this Tender being rejected or subsequent contract termination.
- I/We confirm and undertake that if any information supplied becomes untrue or misleading that I/We will notify you immediately and will update such information as is required.
- I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

**SUB-CONTRACTORS**

The Tenderer must indicate the names and addresses of those sub-contractors to whom it proposes to sub-let any portion of the Works.

The Tenderer is to include copies of all relevant insurance certificates for those sub-contractors listed below.

No sub-contractors may be used without the written consent of the Authority and compliance with its requirements.

The Authority reserves the right to reject any proposed sub-contractor.

**IF NO SUB-CONTRACTING IS TO BE UNDERTAKEN STATE NONE BELOW.**

**Sub-contractor**

**Section or nature of Works**

**Name and address**

**to be sub-let**

Signed ..... Signed .....

For and on behalf of .....

### 3. TENDER QUESTIONNAIRE

**PEAK DISTRICT NATIONAL PARK AUTHORITY  
MFF 123 2021 Stock fencing on Winter Hill  
INVITATION TO TENDER (ITT)  
OPEN PROCEDURE**

#### Standard Selection Questionnaire suitability assessment questions

***Potential Supplier Information: Part 1***

*When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the ITT. This section is not scored but is required information*

***Part 2 is not used***

***Supplier Selection Questions: Part 3***

*If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.*

***Consequences of misrepresentation***

*If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.*

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. For Part 1 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

*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 regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.*

## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 self-declaration.

Section 1 is not scored but is required information.

Section 1	Potential contractor information	
Question no.	Question	Response
1.1(a)	Full name of the potential contactor submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status  a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Trading name(s) that will be used if successful in this procurement	
1.1(e)	Relevant classifications (state whether you fall within one of these, and if so which one)  a) voluntary Community Social Enterprise (VCSE) b) public service mutual	

1.1(f)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2(d)	Phone number	
1.2(e)	E-mail address	
1.2(f)	Postal address	
1.2(g)	Signature	
1.2(h)	Date	

## Part 2: Selection Questions

<b>Section 1</b>	<b>Economic and Financial Standing</b>
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<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

	Question	Response
<b>1.1</b>	Are you able to provide a copy of your audited accounts for the last two years, if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>1.2</b>	Have you the economic and financial resources to deliver the Contract requirements	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>Section 2</b>	<b>Technical and Professional Ability</b>
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<b>2.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to two contracts in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for such works should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. If you cannot provide examples see question 2.3</p>
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	Contract 1	Contract 2	
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			

<b>2.2</b>	<p>If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have performed such works in the past but not under a contract.</p>
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Section 3 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015		
<b>3.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
<b>3.2</b>	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### 4. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 4 Additional Questions		
<b>4.1 Technical Capabilities</b>		
<b>a</b>	<p>Has the Tenderer suffered from any of the following:</p> <ul style="list-style-type: none"> <li>failed to complete a contract on time, there has been a successful</li> <li>claim for damages, damages have been deducted or recovered or</li> <li>where the contract has been terminated?</li> </ul> <p>(If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken).</p> <p>You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>b</b>	<p>Has the Tenderer received any court action against it (or where court action is outstanding) in the <b>last three years</b>?</p> <p>(If yes, please provide details as a separate appendix, including name, address, description, reason for the action and remedies taken)</p> <p>You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

4.2		Compliance with Equalities Legislation	
<b>a.</b>	<p>In the <b>last three years</b>, has any finding of unlawful discrimination been made against your organisation by an;</p> <ul style="list-style-type: none"> <li>• Employment Tribunal,</li> <li>• An Employment Appeal Tribunal; or</li> <li>• Any other court (or in comparable proceedings in any jurisdiction other than the UK)?</li> </ul>		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>b.</b>	<p>In the <b>last three years</b>, 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 or alleged unlawful discrimination?</p> <p>If you have answered “<b>yes</b>” to one or both of the questions in this section 8.3, 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>		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>3.</b>	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>		<input type="checkbox"/> Yes  <input type="checkbox"/> No
4.3		Health and Safety	
<b>a.</b>	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>b.</b>	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the <b>last three years</b>?</p> <p>The Authority <b>will exclude</b> Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>c.</b>	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>		<input type="checkbox"/> Yes  <input type="checkbox"/> No

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#### 4. NON-COLLUSIVE TENDERING CERTIFICATE

##### **NON COLLUSIVE TENDERING CERTIFICATE**

To Peak District National Park Authority

Dear Sir / Madam

- I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).
- I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:
  - 1) enter into any agreement or agreements with any other person that they shall refrain from tendering to Peak District National Park Authority or as to the amount of any offer submitted by them; or
  - 2) inform any person, other than Peak District National Park Authority as part of this tender process, of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
  - 3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
  - 4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
  - 5) offer or agree to pay or give or actually 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 performance of the Project covered by the Tender any act or omission.
  - 6) I/we hereby certify that I/we have not canvassed any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.
- I/we further hereby undertake that I/we will not canvass any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.
- In this Certificate the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.



Signed .....

Signed .....

For and on behalf of .....

For and on behalf of .....



## 5. FORM OF CONTRACT

*(This page deliberately left blank)*

THIS CONTRACT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN

(1) PEAK DISTRICT NATIONAL PARK AUTHORITY of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE ("the Authority") and

(2) ("the Contractor")

BACKGROUND

(1) The Authority requires services relating to MFF 123 2021 Fencing on Winter Hill as described in the Invitation to Tender [ \_\_\_\_\_ ] ("the Works")

(2) The Contractor has been selected to perform these Works.

IT IS AGREED as follows:

#### 1. Definitions

1.1. The following terms shall have the following meanings:

'Conditions' means the terms and conditions attached to the Invitation to Tender

'Contract' means this contract together with its annexures and any documents referred to

'Contract Documents' means the Invitation to Tender<sup>1</sup> dated .... together with any clarifications and attached at Appendix 1

'Works' means the works detailed in the Invitation to Tender.

'Nominated Officer: [ \_\_\_\_\_ ] (or any other officer of the Authority appointed to replace him/her)

'Commencement Date' means the date of this agreement

'Completion Date' means [ \_\_\_\_\_ ] or such later date as may be specified by the Nominated Officer.

#### 1. Appointment

The Authority appoints the Contractor to perform the Works in accordance with this Contract in return for the payments specified in clause 4 of this Contract.

2. The Contractor shall perform the Works to the Authority's satisfaction in accordance with the Contract Documents which shall be deemed to form and be read and construed as part of this Contract.

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<sup>1</sup> This will be the entirety of the tender submission including the Contractors' tender return



## **6. HELICOPTER OPERATING POLICY**

### **Peak District National Park Authority Helicopter policy May 2017**

As of 21<sup>st</sup> April 2017 commercial helicopter operations in the UK must comply with EASA (European Aeronautical Safety Agency) regulations.

In order to comply with the new regulations helicopter companies must make a SPO (Specialised Operations) Declaration to the CAA (Civil Aviation Authority) and must be able to provide all relevant documentation required by the regulations upon request.

The Peak District National Park Authority will also make enquiries of operators to check they are compliant with their Declaration.

### **Regulation Compliance**

To show their compliance contractors will be expected to supply the Authority with copies of the following:

- SPO (& HRSPO if applicable) Declaration
  - It is acknowledged that the classification of an activity as SPO or HRSPO is the responsibility of the contractor, however the contractor will have due regard to the representations of the Authority when classifying the activity, including the circumstances and environment in which the activity is carried out.
- Safety Management System
- Special Operations Manual
- Standard Operations Manual (if applicable for Part CAT operations)
- Risk Assessments
- Any Specific Operations approval
- Aerial Application Certificate (if applicable for aerial spraying operations. E.g. bracken control or lime or fertiliser application)
- Certificate (s) of Registration
- Certificate (s) of Airworthiness
- Pilot (s) Licence (s) / Aircraft Ratings (pilot)
- Air Operators Certificate (if applicable for non-task specialist passenger flying, e.g. VIP flights)
  - The Authority will notify the contractor if any CAT operations are expected, however the determination of whether any personnel are Task Specialists remains with and is the responsibility of the contractor.
- Radio Licence

- Insurance
- Annual SPO Check (s)
- Annual Operator Proficiency Check (s)
- Biennial Slinging Competence Check (s)

Any new company bidding for work with the Authority should also be required to supply all documentation, listed above, prior to any contract being entered into.

**No contracts may be entered into without proof of compliance.**

On an on-going annual basis operators who provide aerial services to the Authority will be expected to provide confirmation that the Declaration and all supporting documentation and requirements are and remain valid and correct. If this does not apply or likely to not apply, the contractor will immediately notify the Authority and cease operations until the Declaration is reinstated or the issue arising has been resolved.

The contractor will be expected to notify the Authority in the event that any approvals required by the Declaration have been withdrawn.

Contractors will also be expected to supply the Authority with the following, on an annual basis:

Any updates relevant to the Authorities works for;

- Safety Management System,
- Standard Operations Manual,
- Special Operations Manual ,
- Risk Assessments,

And copies of;

- Any new Declaration for new aircraft
- Any amended/ new Declaration for operational changes
- Aerial Application Certificate (if applicable)
- Certificate of Registration
- Certificate of Airworthiness
- Pilot Licence/ Aircraft Ratings
- Air Operators Certificate (if applicable for non-task specialist passenger flying, e.g. VIP flights)
- Radio Licence
- Insurance (£10,000,000.00 Public Liability minimum)
- Annual SPO Check (s)
- Annual Operator Proficiency Check (s)
- Biennial Slinging Competence Check (s)
- Any other relevant documentation requested by the Authority

## **Contract works**

In advance of entering into any contract the Nominated Officer will make representation to the Contractor of the circumstance and environment of the proposed activity, with due regard to the risks posed to third parties in relation to HRSP0 activities.

When carrying out contracts on behalf of Peak District National Park Authority Contractors must;

- Provide Site Specific RAMS and follow the methodologies and safety procedures laid out in their RAMS.
- Carry a copy of the SPO Declaration and any relevant HRSP0 Authorisation on board the helicopter.
- Provide Public liability insurance (£10,000,000.00 minimum)
- Provide any other information or documentation requested by the Authority.

All final invoices for helicopter related work must be accompanied by copies of relevant technical logs relating to the aircraft used for the full duration of the contract and any GPS flight data relevant to the contract. Failure to supply copies of relevant technical logs and/or relevant GPS flight data will mean invoices cannot be paid.

A failure to adhere to this policy on the part of any contractor or his/her sub-contractors will be deemed a material breach of contract and the contract may be terminated.

## **Definitions**

- EASA - European Aeronautical Safety Agency
- CAA - Civil Aviation Authority
- SPO - Specialised Operations
- HRSP0 – High Risk Specialised Operations
- CAT – Commercial Air Transport
- AOC – Air Operators Certificate
- RAMS – Risk assessments and Method Statements

## **Useful Links**

- [https://publicapps.caa.co.uk/docs/33/CAP1452\\_PartSPOWorkshopSlides.pdf](https://publicapps.caa.co.uk/docs/33/CAP1452_PartSPOWorkshopSlides.pdf)
- <https://www.easa.europa.eu/regulation-groups/air-operations>
- <http://www.caa.co.uk/Commercial-industry/Aircraft/Operations/Types-of-operation/Part-SPO/Make-a-Part-SPO-declaration/>

**Policy Review**

- This Policy should be reviewed on an annual basis
- The first Review date is May 2018

## **7. HAZARDS ASSOCIATED WITH THE WORKS**

This section provides details of hazards and associated health and safety aspects of the design that the Contractor needs to take account of when planning and delivering the Works. Proposals for controlling the residual risks arising from the hazards identified must be included in the Risk Assessments and Method Statements as required prior to commencement of the relevant works.

**The information is not an exhaustive list of all those matters that must be considered and the Contractor is reminded that the duty and responsibility for managing health and safety in the construction phase lies clearly with them.**

**It is the responsibility of the contractor to identify and assess any additional risks involved in carrying out these Works and to provide Method Statements detailing how ALL risks will be controlled prior to the commencement of works.**

### **1.1. Site Access – Access/Egress on or off a public highway, or works on or adjacent to a public highway.**

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in place. Contractor to detail method of working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract.

### **1.2. Site Access – Prevention of damage to infrastructure (including road and path surfaces) Method Statement;** the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided. Contractor to detail method of ensuring that there is no damage done to the existing road or footpath surfaces during the course of the construction work.

### **1.3. Site Access – Transport and delivery of materials by road.**

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in place. Contractor to detail method of working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract. Contractor to detail measures for safe loading and transport of Materials by road.

### **1.4. Use of Site – members of public**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding the public and public access throughout the Contract Period.

### **1.5. Use of Site – Landowners, their agents and other third parties**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding landowner, their agents and other third parties who have access throughout the Contract Period.

#### **1.6. Working – Hazardous weather**

Method statement: Contractor to discuss with the Nominated Officer when weather conditions become unfit for work, due to ground conditions or as a risk to the Contractor's employees safety.

#### **1.7. Working – Remote Upland Locations**

Method statement: Contractor to detail method of working safely on or off public highways in inclement weather.

#### **1.8. Working – On or adjacent to steep slopes.**

Method statement: Contractor to detail method of working on or adjacent to steep slopes, including types of machinery used.

#### **1.9. Working – On or adjacent to soft, wet, or unstable ground.**

Method statement: Contractor to detail method of working on or adjacent to soft, wet, or unstable ground including the type of machinery to be used and the preventative measures to be undertaken.

#### **1.10. Control of noise and vibration**

Method Statement: demonstrating the the Contractor shall employ the 'best practical means' as defined in the control of pollution act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of practice for noise control on construction sites.

#### **1.11. Works – On adjacent to open water courses, ditches, streams, rivers, canals, reservoirs, ponds, lakes, or locks.**

Method statement: Contractor to detail method of working adjacent to the above, where there is the danger of entrapment in overturning machinery, drowning, submersion, affixation, or loss of life.

#### **1.12. Works – Prevention of damage environmental damage, damage to adjacent land or structures.**

Method statement: Contractor to detail method of ensuring that no environmental damage occurs, or that adjacent land, and structures are not damaged as a result of the implementation of the Contract.

#### **1.13. Materials Handling – Manual handling**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

**1.14. Materials Handling – by machine / mechanised handling**

Method statement: Contractor to detail method statement for the use of machines in the handling of Materials, including types of machinery used.

**1.15. Construction – Techniques**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract. One method statement should be supplied per technique.

**1.16. Construction – Manual / handwork**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

**1.17. Construction – Mechanised / machine work**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

**1.18. Use of Helicopters and airlifting operations – safety and management**

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a lift site. Method statement should include operation of machinery in the lift site area, lift site personnel, hooking on, refuelling, take off and landing area. Communication with the pilot / airlifting sub-contractor. Passage of third parties through the lift site area. Signage and warning notices.

Method statement: Contractor to detail method statement for the transport of materials by underslung load from the lift site to the drop site. Communication with the pilot / airlifting sub-contractor.

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a drop site. Method statement should include operation of machinery in the drop site area, drop site personnel, hooking on and setting down of loads, emergency take off and landing area. Passage of third parties through the lift site area - Two banksmen should be deployed to guide members of the public through the working area, and to ensure that all machine work is halted during such time. Signage and warning notices.

**2. Potential Hazards to: Third Parties.**

**2.1. Site Access – Access/Egress on or off a public highway, or works on or adjacent to a public highway.**

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in

place. Contractor to detail method of working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract.

**2.2. Site Access – Prevention of damage to infrastructure (including road and path surfaces)** Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided. Contractor to detail method of ensuring that there is no damage done to the existing road or footpath surfaces during the course of the construction work.

**2.3. Use of Site – members of public**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding public access throughout the Contract Period.

**2.4. Use of Site – Landowners, their agents and other third parties**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding public access throughout the Contract Period.

**2.5. Working – Hazardous weather**

Method statement: Contractor to discuss with the Nominated Officer when weather conditions become unfit for work, due to ground conditions or as a risk to the contractor's employees safety.

**2.6. Working – Remote Upland Locations**

Method statement: Contractor to detail method of working safely on or off public highways in inclement weather.

**2.7. Working – On or adjacent to steep slopes.**

Method statement: Contractor to detail method of working on or adjacent to steep slopes, including types of machinery used.

**2.8. Working – On or adjacent to soft, wet, or unstable ground.**

Method statement: Contractor to detail method of working on or adjacent to soft, wet, or unstable ground including the type of machinery to be used and the preventative measures to be undertaken.

**2.9. Construction – Techniques**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract. One method statement should be supplied per technique.

**2.10. Construction – Manual / handwork**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

#### **2.11. Construction – Mechanised / machine work**

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

#### **2.12. Use of Helicopters and airlifting operations – Lift Site safety and management** Method statement: Contractor to detail method statement for the operation and management of the area to be used as a lift site. Method statement should measures to protect people and infrastructure at or adjacent to the lift site. Passage of third parties through the lift site area. Signage and warning notices.

#### **2.13. Use of Helicopters and airlifting operations – flight and flight line safety**

Method statement: Contractor to detail method statement for the transport of materials by underslung load from the lift site to the drop site. Measures taken to protect people and infrastructure.

#### **2.14. Use of Helicopters and airlifting operations – Pathwork Site safety and management** Method statement: Contractor to detail method statement for the operation and management of the area to be used as a drop site. Method statement should include hooking on and setting down of loads, emergency take off and landing area. Passage of third parties through the lift site area - Two banksmen should be deployed to guide members of the public through the working area, and to ensure that all machine work is halted during such time. Signage and warning notices.

### **3. Potential hazards to: Water catchments areas; Common Grazing Land; Ecologically sensitive areas and SSSI's.**

**Pollution Control – watercourses, surface water and other water bodies** (open watercourses, ditches, streams, rivers, canals, reservoirs, ponds, lakes, and all other water bodies)

Method Statement: Contractor to detail method of refuelling vehicles and plant, storing in a compound or removing from site overnight to ensure that they cannot be tampered with, vandalised or moved by unauthorised personnel.

#### **3.1. Pollution Control – re-fueling**

Method Statement: Contractor to detail method of refuelling vehicles and plant, storing in a compound or removing from site overnight to ensure that they cannot be tampered with, vandalised or moved by unauthorised personnel.

#### **3.2. Environmental damage, damage to adjacent land or structures.**

Method statement: Contractor to detail method of ensuring that no environmental damage occurs, or that adjacent land, and structures are not damaged as a result of the implementation of the Contract.

### **3.3. Potential damage to Infrastructure.**

Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided.

## 8. PRE-CONSTRUCTION INFORMATION

The Pre-construction Information is supplied as a separate document.