

Moors for the Future Partnership Invitation to Tender

MFF 92 2019-20 CEH Restoration Works

Tender Return Date 12pm Friday 11th Oct 20-19

Delivery of capital works at Glossop Low, Peak Naze Moor including arrangement of the supply and transportation of materials between **3rd February 2020** and **31st March 2020**.

Please note that the Peak District National Park Authority has a new Tender Evaluation Process. Please refer to Parts C & D & Section 2 to ensure that you supply all the required information including risk assessments, method statements, programme of works and any other information requested. Not supplying this detailed information may result in your tender scoring low during the evaluation process.

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SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATION AND CONDITIONS

PART A: CONTRACT OBJECTIVES

1. The objective of this Contract is to deliver a suite of Works on an upland Site on Peak Naze. The aim of this Works suite is to stabilise and revegetate bare peat, restore hydrology, and increase biodiversity on the Site.
2. The Works comprise the following tasks (see Map 3 for all works):
 - a. Supply and delivery of Materials required to complete the Works, unless otherwise stated.
 - b. Appropriate storage of Materials, as necessary.
 - c. Forwarding and Airlifting of Materials and Equipment required to Works Sites
 - d. Installation of 20 Peat Dams into gullies ([Part B3](#)).
 - e. Installation of 27 stone dams into gullies ([Part B4](#)).
 - f. Hand Spreading 140 dumpy bags of Heather Brash and Hand Spreading Lime, Seed & Fertiliser on bare peat ([Part B5](#)).
 - g. Planting 23,000 sphagnum plugs ([Part B6](#)); and
 - h. Planting 92,250 Dwarf Shrub Plug Plants ([Part B6](#)).
 - i. Removal of Waste Materials from Sites.
3. The Contract has the following sub-objectives:
 - a. 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.
 - b. Each of the Works tasks will have its own timings and deadlines which must be adhered to.
 - c. 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.
 - d. Provision of a GPS record of completed Works.
 - e. Provision of carbon audit and socio-economic impact data to the Authority upon completion of the Works in accordance with the Standard Conditions.
4. Tenderers are requested to provide rates in the Itemised Costs ([Part D](#)) for all aspects of the Works. Tenderers must also complete the Form of Tender. See Attached document for an editable version.
5. All Tenders must be returned by the **Tender Return Date by email** in accordance with Section 2.
6. The Supply and Delivery of dumpy and airlifting Bags, Heather Brash, Stone and Seed is the subject of separate contracts by the Authority.

PART B: WORK SPECIFICATIONS

B1: WORKS SPECIFICATION: General

1. Timing of project delivery

- 1.1. Works Commencement Date: **3rd February 2020**
- 1.2. Target Completion Dates: **31 March 2020**
- 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.
- 1.5. The Programme of Works and will be provided by the successful Tenderer, and agreed with the Nominated Officer, along with the Key Performance Indicators 'KPIs' 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 Site 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 co-ordinating forwarding of all Materials from the Delivery Sites to the Lift/Work Sites.

2. Material Quantities

Table 1 shows quantities of work for the site.

| Site | Lift Site | Works | Quantity | Ave Flight Distance |
|-----------|-------------|------------------------------------|----------------------------------|---------------------|
| Peak Naze | n/a | Re-profiling | 1500m | n/a |
| Peak Naze | n/a | Peat Dams | 20 | n/a |
| Peak Naze | n/a | Supply & package Lime | 700 kgs (140 Bags) | n/a |
| Peak Naze | n/a | Supply & Package Fertiliser | 140kgs (140 Bags) | n/a |
| Peak Naze | Glossop Low | Heather Brush & Hand LSF spreading | 0.7 Ha (140 Dumpy Bags of brush) | 400m |
| Peak Naze | Glossop Low | Stone | 20 tonnes (27 Dams) | 400m |
| Peak Naze | N/a | Sphagnum Plugs | 23,000 (20 Ha) | n/a |
| Peak Naze | Glossop Low | Dwarf Shrub Plugs | 92,250 (37 Ha) | 2km |

3. Access and Works Site details

- 3.1. The Works Site is on Peak Naze (See [Location Map 1](#) for a full site overview). The Site is remote.
- 3.2. The Lift Site is located at Glossop Low, Peak Naze (See [Location Map 2](#)).
- 3.3. The Work Site and is accessed either from a farm access track leading from Blackshaw Farm to Glossop Low (See [Location Map 2](#)).
- 3.4. There are public footpaths running through the Sites (please refer to [Location Map 3](#)).
- 3.5. The Contractor may use any or all of these access points at their discretion.
- 3.6. We recommend that **ALL** Tenderers visit the Site with the Nominated Officer in order to gain a clear understanding of the site and potential issues and risks associated. Please contact the Nominated Officer to arrange a date to visit.
- 3.7. There are livestock grazing across the whole area. All access points the Contractor passes through must be closed and secured when not in use.
- 3.8. The Works Sites are at high altitude and may include waterlogged areas, deep peat and stream channels.
- 3.9. There will be no vehicle access beyond the parking areas, except in conjunction with Part B1, 4 below.
- 3.10. The Work Site has SSSI status. The Contractor must comply with the codes of practice for operations on SSSI.
- 3.11. The Nominated Officer has obtained SSSI consent for the Works at the Work Site and Lift Site. The Contractor agrees to comply with any conditions or instructions notified to it that may be imposed or required as a condition of such consent.
- 3.12. 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, especially during helicopter operations.
- 3.13. 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.
- 3.14. Fuels may be stored at the Lift Site at the Contractor's own risk.
- 3.15. 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.

4. Movement and use of Machinery

- 4.1. Contractors are responsible for the tracking of all Machinery and Equipment to the Lift Site & Work Site.
- 4.2. See Locations Maps 1 & 2 for maps of the [Work Area](#) including Access Points and [Lift Site](#),
- 4.3. Machinery and Equipment movement on the Lift Site & Work Site should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes will be via the route agreed with the nominated officer. Any other movement must be agreed with the Nominated Officer prior to the Works Commencement Date.
- 4.4. The Contractor will provide a Method Statement with its Tender detailing its proposed method for tracking any Machinery, Equipment and Materials to and from the Lift Site & Work Site and the means for dealing with any ground issues that may arise in bringing in deliveries and when operating Machinery at the Lift Site & Work Site, with reference to the access points indicated above.
- 4.5. When transporting Machinery and Equipment and Materials to and from the Lift Site & Work Site, and at the Lift Site & Work Site the Contractor shall minimise damage to the ground surface and adjacent features (walls, pastures etc.).
- 4.6. There should be no visible signs of the formation of informal tracks.

- 4.7. The Contractor is responsible for promptly rectifying all damage caused by access to the Lift Site to the satisfaction of the Nominated Officer. Such damage is to be minimised by selecting appropriate Equipment, routes and timings.
- 4.8. If ground conditions deteriorate to the point where significant damage is occurring, the Contractor must immediately halt work and inform the Nominated Officer.
- 4.9. If in the opinion of the Nominated Officer ground conditions deteriorate to the point where significant damage is occurring, the Contractor must halt work.
- 4.10. Transporting of fuel to the Lift Site & Work Site may be undertaken by vehicle.
- 4.11. The Contractor shall ensure it has at all times on the Lift Site & Work Site 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.
- 4.12. 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.

B2: WORKS SPECIFICATION: Aerial Works

1. Lift Sites

- 1.1. For Aerial Works the Contractor conducts in the completion of this Contract, the Nominated Officer will identify and organise permission to use the nominated Lift Site.
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. Although storage is permitted, the Authority recommends not storing Materials without additional security.
- 1.2. The Nominated Officer may impose conditions on any Lift Site.

2. Airlifting of Materials

- 2.1. The materials to be flown include Heather Brash and Stone and Plug Plants.
- 2.2. 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.
- 2.3. 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.
- 2.4. It is the Contractor's responsibility to ensure that any Airlifting Equipment used to Aerially Transport loads is suitable and safe.
- 2.5. The Contractor will fasten and secure all Airlifting equipment required to aerially transport the Loads between Sites to the Loads.
- 2.6. The Contractor will be responsible for marshalling all drop locations and marshalling members of the public.
- 2.7. The Contractor will be responsible for ensuring that all materials at the lift site are transported to the work site and that no materials are left at the lift site.
- 2.8. The Materials may be required to be dropped in single or multiple Bags/Units. The Contractor should account for this in choosing a lifting system (number of hooks, for example).
- 2.9. Materials may vary greatly in weight. The Contractor should account for this selecting a machine for lifting capacity.
- 2.10. The Contractor may need to aerially load lift Materials around on a given Works Site.
- 2.11. The Contractor may need to aerially load lift Waste Materials from a given Works Site to a given Lift Site.

- 2.12. 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).
- 2.13. Any Loads deemed by the Contractor or Nominated Officer not suitable for aerial transportation (on grounds of safety or otherwise) must not be aurally transported. However, the Contractor remains responsible at all times for the transportation of Loads.
- 2.14. The Authority requires a GPS record of all individual loads delivered to a Works Site.
- 2.15. Every individual Drop must be recorded as accurately as possible. This information will be used to assist in confirming that Works are complete and in processing invoices, and is essential to the long-term records and monitoring carried out by the Authority of the Works.

B3: WORKS SPECIFICATION: Re-profiling and Peat Dam installation

1. Works quantities

- 1.1. Approximately 20 Peat Dams are required to be installed in gully systems and Peat Pans at the Works Sites, see Map 5.

2. Locations for Peat Dam Construction and Re-profiling

- 2.1. Peat Dam locations are indicated on the Location Maps as individual Dams or Gully Systems into which Peat Dams should be installed.
- 2.2. Re-profiling locations are indicated on the Location Maps as Lines.
- 2.3. Locations for Dam construction and Re-profiling will be provided to the Contractor at the pre Contract meeting.
- 2.4. Any Exclusion Areas will be shown on Location Maps and more particularly identified by the Nominated Officer on the Works Site.

3. Construction of Peat Dams and Re-profiling on the Works Site

- 3.1. The Contractor must construct Peat Dams in the gully systems identified in accordance with the Specification. The Nominated Officer may give guidance on the location of the Peat Dams, but their precise location is the Contractor's responsibility.
- 3.2. Locations and quantities of sections of Re-profiling will be provided to the Contractor in GIS format at the pre-contract meeting.
- 3.3. There may be some areas or gullies within the Works Sites that will be left free from any type of Works ("Exclusion Areas"). These will be identified to the Contractor by the Nominated Officer on or before the Works Commencement Date and the Contractor must not carry out any Works in these areas.
- 3.4. The Contractor must have GPS systems on its excavators and machinery capable of displaying the GIS information provided by the Authority.
- 3.5. The Contractor and its staff must be able to use the GPS systems to navigate the Works Sites and undertake construction of Peat Dams and Re-profiling to the GIS specification provided by the Authority.
- 3.6. A low ground pressure excavator is essential for Re-profiling and Peat Dam construction. It is anticipated that this will be a lightweight machine of approximately 4 to 7 tonnes with wide ("bog") tracks. However, the exact specification and capability of Equipment and machinery suitable for the Works shall be the responsibility of the Contractor. All such Equipment and machinery shall have the prior approval of the Nominated officer.
- 3.7. The Contractor shall ensure that suitably experienced machine operators will at all times be used to complete the Works.
- 3.8. Turves lifted by the turning and movement of tracked and/or wheeled machinery must be replaced and distributed to cover the damaged area.

- 3.9. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be agreed by the Nominated Officer prior to being undertaken.
- 3.10. The Works Site must be returned to as close to pre-Works condition as possible as soon as practicable after the completion of the Works and to the satisfaction of the Nominated Officer.
- 3.11. Any Equipment and machinery bogged down must be removed at the earliest opportunity at the Contractor's expense and any damage caused is to be promptly rectified to the Nominated Officer's satisfaction.

4. Provision of GPS record

- 4.1. The location of each Peat Dam constructed and each section of Re-profiling completed must be recorded with a GPS unit and the GIS information must be promptly passed to the Nominated Officer. The GIS information required is listed below:
 - 4.1.1. A MapInfo TAB file or GPX file that includes the OS coordinates of all constructed Peat Dams and the date they were constructed.
 - 4.1.2. A MapInfo TAB file or GPX file that includes tracks or OS coordinates of all the completed Re-profiling sections and the date they were completed.

5. Specification of machine-built Peat Dams

- 5.1. Functioning and fully vegetated Peat Dams of good construction will be built in strategically-appropriate locations within grip and gully systems. These will have a natural finish and a high degree of integration with the surrounding habitats.
- 5.2. For general Peat Dam placement, avoid cracked or eroded peat banks.
- 5.3. Peat Dam construction should start as near to the top of the system as is reasonably practicable and progress downstream.
- 5.4. Average Peat Dam spacing shall be approximately every 7-8 metres, but will be adjusted according to the angle of slope in the individual gully or grip (see [Fig. 2](#)).
- 5.5. Peat Dams may be used where the gully width is no more than 4 metres, or the gully depth is no more than 1 metre.
- 5.6. A pre-requisite for Peat Dams is that there is sufficient depth of peat on the Works Site where the gully is situated to provide material to construct the dam. In all cases, Peat Dams should be used only where there is a base layer of peat at least 1 metre deep for the peat turves to bind to.
- 5.7. The peat to be used must be well-humified so that it is sufficiently impermeable. Peat must be removed within the near vicinity of the Peat Dam, either from within the ditch itself or nearby either side.
- 5.8. Although the Nominated officer may give guidance on the construction of the Peat Dams, the Contractor remains responsible for the standard of construction.
- 5.9. The construction of Peat Dams should broadly follow the construction process below, though alternative methods proposed by the Contractor will be considered:
 - 5.9.1. The excavator strips out the vegetation from the bottom of the gully at the chosen Peat Dam location, to a distance of approximately 2 metres upstream from the block location. The excavator ensures the root zone is left intact in the turves that are removed, and lays the turves to one side ready to be replaced onto the finished Peat Dam or over the borrow pit.
 - 5.9.2. The excavator digs into the sides of the gully parallel with the intended line of the Peat Dam wall. The resulting ditches should cut at least 0.6 metres into the gully sides and 0.2 metres below the original depth of the gully (see [Fig. 2](#)). This is done to ensure the Peat Dam will be fully keyed-in to the landscape and thereby prevent erosion at the gully edges.
 - 5.9.3. In the planned location of the Peat Dam wall, the excavator scoops out plugs of peat from the bottom of the gully. These are inverted and placed back into the holes from which they were removed. This is done across the entire width of the gully.

- 5.9.4. The plugs are tamped down using the heel of the excavator bucket to make a water tight seal.
- 5.9.5. Additional plugs of peat are dug from a borrow pit located on the bog surface to the side of the gully. These plugs are used to build the Peat Dam. Peat Dams should be constructed up to two metres deep (front to back), where required, in order to ensure its structural integrity. The whole Peat Dam is then firmed down using the excavator bucket to make a watertight seal.
- 5.9.6. The top of the Peat Dams must be sufficiently higher than the surrounding ground level (where possible and allowing for settlement of the peat) to allow water to overflow laterally away from the Peat Dam to soak into the bog surface (see [Fig. 3](#)).
- 5.9.7. The top and downslope face of the Peat Dam is re-vegetated using turves from the gully bottom or borrow pit in order to prevent oxidation and erosion of the peat (see [Fig. 4](#)).

6. Specification for Re-profiling in gully systems

- 6.1. Re-profiling should be undertaken in gully systems where the gully sides have exposed bare peat and:
 - 6.1.1. Are steep due to erosion, or;
 - 6.1.2. Are undercut with overhanging vegetation.
- 6.2. Re-profiling can be undertaken using a low ground-pressure excavator.
- 6.3. Re-profiling of gully or hag sides should follow the process below ([see also Fig. 1](#)).
 - 6.3.1. Vegetation situated on the top of the hag (and any overhanging vegetation) should be peeled back far enough to expose enough peat to allow the gully side to be Re-profiled to a sloping bank. The root structure of the resulting turf should remain intact in order to increase the survival rate of the vegetation.
 - 6.3.2. The exposed bare peat that forms the sides of the gully is then Re-profiled to create a 30-45 degree sloping bank that will support vegetation growth.
 - 6.3.3. The vegetation turf that was previously removed from the top of the gully (or the overhanging vegetation) is placed over the re-profiled slope and firmed down.
 - 6.3.4. Where Re-profiling Works result in excess peat, that peat must be translocated in a manner and to a location agreed with the Nominated Officer.

B4: WORKS SPECIFICATION: Stone Dam Installation

1. Work quantities

- 1.1. There are 27 stone Dams to construct [see Map 6](#).
- 1.2. The Material will be delivered to the Lift Site prior to work beginning. The stone will be stored in a pile at the Lift-Site and will need to be prepared for aerial transport prior to lifting to the Work Site.

2. General Stone Dam Construction

- 2.1. Dam construction should start as near to the top of the gully system as is reasonably practicable and work downstream.
- 2.2. Where there are confluences (i.e. where one gully joins into another gully) Dams should be placed in the individual gullies before they join together and it may be necessary to place a larger Dam, constructed of more than one Dam Unit, in the main gully downstream of the confluence.

3. Location of Gully Systems for Stone Dam Construction

- 3.1. Individual Dams are not identified on the Location Maps.
- 3.2. Individual Dam Locations for Dam construction will be provided to the Contractor prior to the Works Commencement Date by the Nominated Officer.
- 3.3. Individual locations of Dams will be agreed on the Works Site with the Nominated Officer prior to construction.

4. Construction of Stone Dams [See Figs.3a, 3b & 3c.](#)

- 4.1. The construction of Peat Dams should follow the process below.
 - 4.1.1. Unless advised otherwise by the Nominated Officer on the Works Site, each Dam is to contain a single Dam Unit consisting of 750kg of Stone.
 - 4.1.2. Dependent on the size and nature of the gully more than one Dam Unit may be required to complete the Dam.
 - 4.1.3. Dams are to be a minimum of 50cm high and at least 75cm in transverse width upstream to downstream and span the full width of the gully.
 - 4.1.4. Dams must be no taller than 1m in height for safety reasons.
 - 4.1.5. Dams should have a steep face (approximately 60 degrees) on the upstream side and have a slope of approximately 45 degrees on the downstream face.
 - 4.1.6. Dams should be higher at each side than in the middle to allow water to flow down the middle of the downstream face of the Dam and prevent scouring around the sides of the Dam.
 - 4.1.7. There will be some hand movement of Stone required by the Contractor after the Dam Unit has been initially dropped into place to ensure that the Dam conforms to the Specification as set out above.
 - 4.1.8. Dams, consisting of more than a single Dam Unit, may be placed at pinch points, confluences or changes from mineral to peat based substrate, on instruction from the Nominated Officer.
- 4.2. In the event of uncertainty over the method of construction of Stone Dam required what is required, the Contractor must obtain prior clarification and instruction from the Nominated Officer.

B5: WORKS SPECIFICATION: Brush & Hand spreading of Lime, Seed & Fertiliser (LSF)

1. Works quantities

- 1.1. There are approximately 7000 square metres of bare peat to be covered with Heather Brush and LSF, [see Map 7](#).
- 1.2. **Heather Brush will be supplied by the Authority.** Heather Brush will be delivered to the Lift Site prior to the Works Commencement Date. There will be 140 Dumpy Bags of Heather Brush to be flown and spread.
- 1.3. **Seed will be supplied by the Authority** and will be packaged as follows, unless otherwise requested by the Contractor:
 - 1.3.1. Within lined sack of 0.5 kg.
- 1.4. There will be approx. 140 bags each of LSF which will need to be placed in each Dumpy Bag of Brush.
 - 1.4.1. Each Dumpy Bag of Heather Brush should contain:
 - 1.4.1.1. The Brush
 - 1.4.1.2. 5 kg of Lime
 - 1.4.1.3. 1 kg of Fertiliser
 - 1.4.1.4. 0.5 kg of Seed
- 1.5. Due to the small and patchy nature of treatment areas on the Works Sites, some Drops will need to be made as single Dumpy Bags.

2. LSF supply

- 2.1. **The Contractor is responsible for the supply and delivery and packaging of all Lime and Fertiliser.**
- 2.2. Total quantities of LSF are:
 - 2.2.1. Lime – 700kgs
 - 2.2.2. NPK Fertiliser – 140kgs
- 2.3. **Seed will be supplied by the Authority** and will be packaged as follows, unless otherwise requested by the Contractor:
 - 2.3.1. Within lined sack of 0.5 kg.

3. LSF specification

3.1. Granulated lime fertiliser – ‘Lime’

3.1.1. The application rate is 1000 kg per ha for all Works Sites.

3.2. N:P:K fertiliser – ‘Fertiliser’

3.2.1. The application rates are required to achieve an application ratio of: 40kg N: 120kg P₂O₅: 60kg K₂O per ha.

3.3. Nurse crop grass seed mix – ‘Seed’

3.3.1. The nurse crop seed mixture is a blend of the following species:

Perennial rye-grass (*Lolium perenne*) – 3 varieties.

Fine-leaved sheep’s fescue (*Festuca longifolia*)

Sheep’s fescue (*Festuca ovina*)

Highland bent – (*Agrostis castellana*)

Wavy-hair grass (*Deschampsia flexuosa*).

Heather (*Calluna vulgaris* and *Erica tetralix*)

3.3.2. Seed must be applied at a rate of 100 kg per hectare.

4. Storage and delivery of Materials

4.1. All Materials will be stored by the Contractor at the Contractor’s cost following receipt by the Contractor pursuant to a Purchase Order, until application of the Materials on the Works Sites, as required.

4.2. The Contractor is responsible for sourcing and/or subcontracting the use of Storage Sites to hold the Materials prior to Delivery to Lift/Works Sites.

4.2.1. The Authority has previously used local storage facilities on previous contracts and the Nominated officer may be able to provide the Contractor with suggested facilities, if required.

4.3. The Contractor shall inform the Nominated Officer of the quantities of Seed to be delivered to each Storage Site. The Authority shall then purchase the Seed and arrange for its delivery to the Storage Site(s).

4.4. The Contractor must ensure as a minimum standard that any Storage Site is secure and wind and watertight and ensures that all Materials remain fit for purpose at all times until the Works Commencement Date and for carrying out and completing the Works.

4.5. The Contractor must satisfy itself that the vehicle chosen for the forwarding of Material from the Storage Site can reach the Lift/Works Sites.

4.6. The Contractor shall arrange for the appropriate quantities of Material to be forwarded to the Lift/Delivery Sites in preparation for application.

4.7. Once procured—or, in the case of Seed, once delivered to the Contractor by the Authority—all responsibility for the Material remains with the Contractor until it has transferred and applied the Material to a Works Site to the satisfaction of the Nominated Officer.

5. Methodology

5.1. The Brash and LSF are to be airlifted and spread as a single operation.

5.2. The Work schedule should follow the same basic timeline, specifically:

5.2.1. Receipt of all Materials; Bags of Brash, Lime, Seed, and Fertiliser.

5.2.2. Preparation of Materials for Delivery to the Lift Site:

5.2.2.1. Each Bag should contain:

5.2.2.1.1. The Brash

5.2.2.1.2. 5 kg of Lime

5.2.2.1.3. 1 kg of Fertiliser

5.2.2.1.4. 0.5 kg of Seed

5.2.2.2. Lime, Seed and Fertiliser must be packaged separately in watertight packaging capable of withstanding being airlifted and dropped at the Drop Site.

5.2.3. Airlifting of Materials to the Works Sites.

5.2.4. Application of Materials:

5.2.4.1. The LSF must be applied to areas of bare peat.

5.2.4.2. The Brash must be spread over areas treated with LSF.

5.2.5. Any deviations from this work schedule must be agreed with the Nominated Officer.

5.2.6. Clearing of Waste materials

5.3. It is the responsibility of the Contractor to ensure it can supply all Equipment required to complete the Works. The Contractor must be capable of transporting this Equipment to the Lift/Works Sites.

6. Spreading of material – ‘Brash’ & ‘LSF’

6.1. Application of the Brash & LSF must be carried out after all re-profiling work is complete.

6.2. The Works Site is predominately gully sides. It also contains small patches of bare peat amongst vegetated areas. All areas will require accurate spreading of the Brash & LSF to maximise the efficiency of the Works as a whole.

6.3. The Contractor will be provided with the Works shapes in GPX format. These shapes must be loaded onto a GPS and used on Site to locate the Bags of Brash and LSF and spreading areas. The Authority will supply no physical markers on the ground to identify the Works shapes.

6.4. All bare peat within the Works shapes must be covered with Heather Brash and followed with the LSF.

6.5. The Authority estimates that one full Bag of Heather Brash will contain enough Material to cover 49 square metres for all other areas of bare peat. This figure is for information purposes only and must not be relied upon by the Contractor.

6.6. The Brash will be delivered to the Lift Site prior to work beginning.

6.6.1. The Brash will be delivered in in open top Bags. It is important to note that the bags containing the brash may be delivered to the lift site up-to two months prior to the commencement of these Works. Therefore, they will have been subject to the elements, which may increase the weight of each Bag, thus reducing the number of Bags that can be carried per lift.

6.6.2. The Contractor is required to place the bags of LSF into the brash bags prior to airlifting to the work site.

6.7. The Brash and LSF shall be delivered to the Works Site in open top Bags.

6.8. If the lifting loops of the Brash Bags have been tied together with baler twine, the twine MUST be collected along with all other Waste Materials including ropes.

6.9. In some instances the Authority will expect the Contractor to move Material to the required bare peat area within the Works Site; this will include both Brash and LSF.

6.10. The Contractor is required to spread the Materials over the areas of bare peat at the Works Site in the manner demonstrated to it by the Nominated Officer at the Works Commencement Date (without any variation save with the prior consent of the Nominated Officer).

6.11. Brash Material is to be spread evenly with no clumps or lumps to the satisfaction of the Nominated Officer.

6.12. Material is to be spread at the correct rate (thickness) at the Works Site in the manner demonstrated to it by the Nominated Officer at the Works Commencement Date.

6.13. In the experience of the Authority, one person can spread an average of two Bags of Brash and two bags of LSF per hour. These hourly figures include the preparation of empty Bags & Waste Materials for removal. These figures are for information purposes only and must not be relied upon by the Contractor.

6.14. In the event that there is not enough bare peat area on the Works Site on which to spread a Bag/the Bags then the Contractor must leave any remaining Materials in Bags and GPS the location of the remaining Bag/s. The Contractor must then supply the GPS location to the Nominated Officer who will then provide another suitable spreading location for the Bag/s to be moved to and spread.

6.15. In the event that there is not enough Materials to cover the bare peat area in the Works Site where the Bags have been dropped then the Contractor must spread the

Material to the required standard over as much of the bare peat area as is practicable and then place a marker flag in the centre of the remaining area of bare peat and GPS the location of the flag. The Contractor must then move more Material to the location. The Authority will supply the Contractor with the flags.

- 6.16. The Contractor must ensure that the Materials are spread as soon as possible after it has been delivered to the Drop Site.

7. Removal of Waste Materials from the Work and Lift Site

- 7.1. The Contractor is responsible for preparing and removing all empty Bags and Waste Materials from the Works Site and Lift Site and for removing them to Blackshaw farm in accordance with this Contract and as soon as possible after spreading of the Material has been completed.
- 7.2. Empty Bags and waste materials will be removed from site on a daily basis. All waste materials from the days works will be removed and taken down the hill to Blackshaw Farm
- 7.3. If any waste materials are left on site and/or are windblown on the site when the works are complete the contractor will be responsible for gathering and removing all such materials from the site at their expense.

B6: WORKS SPECIFICATION: Sphagnum and Dwarf Shrub Plug planting

1. Call off, delivery and Maintenance of Sphagnum and Dwarf Shrub Plugs

- 1.1. The Authority will be supplying the Sphagnum Plugs and Dwarf Shrub Plugs through a separate contract.
- 1.2. Organising delivery of the Sphagnum Plugs and Dwarf Shrub Plugs to the nominated Delivery Site will be the responsibility of the Contractor. The Contractor will give the Authority at least 48 hours' notice of the requirement to deliver the Sphagnum Plugs to the nominated Delivery Site.
- 1.3. Up to three deliveries can be made by the Supplier to the Contractor's nominated Delivery Site.
- 1.4. **Sphagnum Plugs**
- 1.4.1. Sphagnum Plugs will be delivered in bundles of 20 Sphagnum Plugs wrapped together in one bundle with cling film. Each bundle will weigh around 0.25kg. Bundles will be placed in bags of 20 bundles and delivered in crates, usually containing 2 bags/40 bundles/800. Crates are stackable with dimensions of 400x600x150mm.
- 1.4.2. Sphagnum Delivery crates remain the property of the Sphagnum Supplier and must be returned to the Sphagnum Supplier in the same condition as they arrived.
- 1.5. **Dwarf Shrub Plugs**
- 1.5.1. Dwarf Shrub Plugs will be a mixture of one or more of the following species;
- | | | |
|----------|-------------------------|-------------------------------------|
| 1.5.1.1. | Common cotton grass | (<i>Eriophorum angustifolium</i>) |
| 1.5.1.2. | Crowberry | (<i>Empetrum nigrum</i>) |
| 1.5.1.3. | Bilberry | (<i>Vaccinium myrtillus</i>) |
| 1.5.1.4. | Hares-tail cotton grass | (<i>Eriophorum vaginatum</i>) |
| 1.5.1.5. | Cloudberry | (<i>Rubus chamaemorus</i>) |
| 1.5.1.6. | Cross-leaved heath | (<i>Erica tetralix</i>) |
- 1.5.2. Dwarf Shrub Plugs will be supplied in trays of 60 plugs per tray and should be stored and transported on trays.
- 1.5.3. Plant trays will not be returned to the supplier and must be collected with the waste materials.
- 1.6. On the delivery date the Contractor and the Delivery Driver shall carry out an inspection of the Sphagnum Plugs and Dwarf Shrub Plugs; this includes checking the correct number delivered as per the delivery note. Upon agreement of the quantity and condition of the Sphagnum and Dwarf Shrub Plugs to the standard set out in the [Sphagnum Plug](#)

[Care Guidelines in Appendix 4](#), the Contractor must sign for the delivery and accept responsibility for the maintenance of the Sphagnum and Dwarf Shrub Plugs.

- 1.7. Maintenance of the Sphagnum and Dwarf Shrub Plugs to the standard set out in the Sphagnum Plug Care Guidelines (see above link in section 1.6) is of paramount importance to the performance of the Works. Therefore, on delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the Sphagnum and Dwarf Shrub Plugs to the standard set out in the Sphagnum Plug Care Guidelines.
- 1.8. The maintenance of the condition of the Sphagnum and Dwarf Shrub Plugs includes, but is not limited to, watering (with rainwater as needed) and sheltered storage (either at Delivery Site or at the Works Site) and any other actions which in the opinion of a prudent contractor would be required (or which the Nominated Officer requires) to maintain the condition of the Sphagnum and Dwarf Shrub Plugs.
- 1.9. The Contractor shall provide with its Tender a brief Method Statement detailing provision for the maintenance of the condition of the Sphagnum and Dwarf Shrub Plugs following Delivery.
- 1.10. The Nominated Officer may inspect the Sphagnum and Dwarf Shrub Plugs at any time after the Delivery date. In the event of any loss of Sphagnum or Dwarf Shrub Plugs due to Contractor actions the Nominated Officer may, at its option replace such Sphagnum and Dwarf Shrub Plugs at the cost of the Contractor or reduce the planting costs to reflect the actual amount of Sphagnum and Dwarf Shrub Plugs being installed.

2. Transporting Sphagnum and Dwarf Shrub Plugs to the Work Sites

2.1. Transport General specifications

- 2.1.1. Transport of Materials from the Delivery site to the Works Site is to be undertaken by hand or by helicopter only.
- 2.1.2. No vehicles are permitted on any Work Site.
- 2.1.3. The Work Sites are in Open Access land (pursuant to CRoW Act 2000) the Contractor must be aware and take appropriate action regarding members of the public may be present at the Site.
- 2.1.4. The Works Sites are at high altitude and include but are not limited to waterlogged areas, deep peat and stream channels.
- 2.1.5. Please see Map for details for details of the planting areas.

2.2. Transport Sphagnum Specifications

- 2.2.1. Transport of Sphagnum plugs from the Delivery site to the Works Site is normally undertaken by hand. Each person carrying sphagnum plugs should carry enough plugs to plant that day.
- 2.2.2. Transport of Sphagnum plugs may also be undertaken by helicopter or in accordance with the Nominated officer's instructions.

2.3. Transport Dwarf Shrub Specification

- 2.3.1. The contractor is responsible for transporting the sphagnum plugs from the Delivery Site to the Lift Site.
- 2.3.2. The contractor is responsible for preparing the Dwarf Shrub plugs for airlifting;
- 2.3.3. The contractor is required to sort the Plug Plants in to Loads in accordance with the list below for flying. It is the Contractor's responsibility to ensure that the loads are suitable and safe for airlifting.
- 2.3.4. Each Load must contain Plug Plants in the following approx. percentage mix:
 - 2.3.4.1. **50% Common Cotton Grass**
 - 2.3.4.2. **19% Crowberry**
 - 2.3.4.3. **14% Billberry**
 - 2.3.4.4. **13.5% Hares Tail Cotton Grass**

2.3.4.5. 2% Cloudberry

2.3.4.6. 1.5% Cross Leaved Heath

3. Works quantities

3.1. There will be a total of 23,000 Sphagnum plugs to plant covering a total of 20 ha.

3.2. There will be 92,250 Dwarf Shrub Plug Plants to plant covering a total of 37 ha

4. Planting locations

4.1. [Location Map 8](#) provides the general locations of planting areas.

5. Methodology

5.1. Sphagnum Planting General specifications

5.1.1. Planting for both Sphagnum and Dwarf Shrub plug plants shall take place as soon as is practicable after February 17th 2020

5.1.2. Planting shall be in accordance with the specifications below or in accordance with the Nominated officer's instructions.

5.1.3. The planting density is approx. 1 plant per eight square metres or 1250 per hectare or in accordance with the Nominated officer's instructions.

5.1.4. Sphagnum Plugs should be planted in the areas identified on the Work Site Location maps.

5.1.5. Sphagnum Plugs should be planted on flatter, wetter areas such as cotton grass dominated bog and flushes or along the waterline of small gullies.

5.1.6. Each Sphagnum Plug requires some shelter from wind and direct sunlight and therefore should be planted alongside or amongst other vegetation such as cotton grass.

5.1.7. Details of planting locations will be demonstrated to the Contractors on or before the Works Commencement Date.

5.1.8. GPS locations of dams will be provided along with GPS outlines of general Planting Area.

5.1.9. Individual Locations of Sphagnum Plugs are NOT identified on the Location Maps

5.1.10. Individual locations will be agreed on the works site with the nominated officer prior to planting.

5.2. Dwarf Shrub Plug Planting Specifications - General

5.2.1. Planting for both Sphagnum and Dwarf Shrub plug plants shall take place as soon as is practicable after February 17th 2020

5.2.2. Planting shall be in accordance with the specifications below or in accordance with the Nominated Officer's instructions.

5.2.3. Dwarf Shrub Plug Plants must be planted within the Planting Areas identified on the Work Site Location Maps which will be provided with each Works Plan.

5.2.4. The planting density is approximately one plant per four square metres.

5.2.5. The different types of Plant require planting in specific areas to give the best chance of establishment. As such the Plants should be planted in accordance with the drawings in Appendix 5 or in accordance with the Nominated Officer's instructions.

5.2.6. Bilberry & Cloudberry should be planted on hagg tops;

5.2.7. Crowberry should be planted at the apex of, and around, slopes; and

5.2.8. Cotton grasses should be planted on flatter, wetter areas such as peat pans, behind dams or along the waterline of gullies.

5.3. Dwarf Shrub Plug Planting methodology

5.3.1. Using a dibber of 45mm in diameter and 200mm in length, make a hole in the peat that is 150mm – 200mm deep. The hole must be at least this deep to prevent the Plug Plants from being dislodged by frost heave.

- 5.3.2. Once the hole is made, remove the Plug Plant from the tray and remove the wrapping from the Plug Plant.
- 5.3.3. Tease the roots out from the compacted Plug Plant.
- 5.3.4. Place the Plug Plant in the hole. It is important to ensure that the base of the Plug Plant is firmly in contact with the base of the hole to ensure that there is no air gap around the roots.
- 5.3.5. Once the Plug Plant is firmly in place the peat around the hole should be firmly heeled in round the plant.

6. Sphagnum Planting Specifications - Please follow the [‘Illustrated guide to planting Sphagnum Plugs’](#) in Appendix 5.

- 6.1. The planting density for Sphagnum Plugs is approx. 1250 per hectare. The actual planting density will vary due to the amount of suitable planting areas within the hectare. The whole hectare should be surveyed for suitable planting areas and planted evenly in suitable areas.
- 6.2. It is expected that each person should plant 1200-1500 *Sphagnum* Plugs per day.
- 6.3. Unwrap the Bundle of *Sphagnum* Plugs until you reach the first loose Plug.
- 6.4. Gentle tease the *Sphagnum* Plug so it is no longer squashed and formed into mini bouquet.
- 6.5. Using your thumb, or appropriate tool, to gently push the *Sphagnum* Plug into the ground, ensuring the top of the Sphagnum Plug is just ground level (approximately 1cm proud of the surface).
- 6.6. If the ground is firm, use a dibber of 1cm diameter to make a hole of the required depth and push the Plug in by hand.
- 6.7. Using your fingers, gently firm the soil around the *Sphagnum* Plug to ensure it is securely established in the ground.
- 6.8. It is expected that each person should plant 1200-1500 Plugs per day.

7. Provision of a GPS record

- 7.1. The Contractor must provide the nominated officer with an accurate record of the area(s) planted either as a gpx file(s) or in a GIS format.

PART C: DETAILED CONDITIONS

DETAILED CONDITIONS: General

1. Tender Evaluation

1.1. Tender responses 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 this requirement may be deemed non-compliant and rejected without further evaluation.

1.1.1. Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.

2. The successful Tenderer will be selected based on an evaluation using the criteria set out in table 1 for each site

2.1.1. Price (XX% of the total score value);

2.1.2. Quality criteria (XX% of the total score value):

Quality Criteria 1: Capacity of the Tenderer to deliver the works within the individual timescales set out in the tender. Please complete the Additional information and Program of Works with the itemised costs to demonstrate how the work will be resourced and the timescales will be met.

Table1

| | | | Evaluation Criteria | |
|----------|----------------------------------|-------------------------|---------------------|--------------------------------|
| Package | Site | Works | Price Weighting % | Quality Criteria 1 Weighting % |
| 1 | Peak Naze CEH Restoration | Whole Site Works | 50 | 50 |

Quality Criteria responses will each be marked against the following scoring methodology shown in Table 2 below.

Table 2

| | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | The Tenderer has given no or inadequate response. |
| 1 | There are major weaknesses or gaps in the information provided. |
| 2 | The response is sketchy with little or no detail given of how the Tenderer will meet the criteria. |
| 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. |
| 4 | The proposal has addressed, in some detail, all or the majority of our requirements. |
| 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). |

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.

3. Programme of Works

3.1. Works Commencement Date: **3rd February 2020**

3.2. Target Completion Date: **31st March 2020**

3.3. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.

3.4. The Programme of Works (including the Works Sites Schedule and relevant KPIs) will be notified to the successful Tenderer at the pre-contract meeting and shall form part of the Contract.

3.5. **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 .The Authority has awarded the contract for the Works in reliance on the Contractor (1) completing each element of the Works set out in Part B on the dates set out and agreed in the Programme of Works and (2) achieving the KPIs.** In the event that the Contractor is in breach of this part or whole 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 and:

3.5.1. Terminate the Contract in accordance with the Standard Conditions; or

3.5.2. Suspend this Contract (in whole or in part) by serving written notice on the Contractor and obtain the services of another contractor to perform the suspended Works; and claim Liquidated Damages **Section 1 Part C Clause 16.**

3.6. 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.

4. Materials

4.1. The Contractor must provide its own Equipment suitable for movement and loading of all Materials for the Works.

4.2. The Contractor shall be responsible for all Materials for the duration of the Contract and shall indemnify the Authority against loss or damage.

4.3. All Materials provided by the Authority will remain the property of the Authority.

5. Quality Checks and Site Visits

5.1. The Nominated Officer will carry out an agreed number of Site visits to the Works to carry out quality and schedule monitoring.

5.2. The exact number of visits will be agreed at the pre-contract meeting.

5.3. 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.

6. Environmental Requirements

6.1. 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

6.2. The Contractor shall not damage or permit damage of any areas allocated for Works Site or Access Point. 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.

6.2.1. The Contractor is restricted to the specified storage areas for the unloading, Loading of Materials, parking of vehicles, and storage of Materials.

6.2.2. The Sites are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000.

6.2.3. 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.

7. Health and Safety: Principal Contractor

- 7.1. The Works are subject to the CDM Regulations 2015.
- 7.2. The Authority will nominate the Principle Contractor.
- 7.3. The Principle Contractor will be responsible for managing Health and Safety during the course of the Contract.
- 7.4. The Authority will provide the Principle Contractor with a Pre-Construction Health and Safety Plan prior to commencement of the Works.
- 7.5. The Principle Contractor must provide the Authority with a Construction Phase Plan prior to commencement of the Works.
 - 7.5.1. 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.
 - 7.5.2. The Construction Phase Plan must include site- and task-specific Risk Assessments and Method Statements, all relevant Material Safety Data sheets and COSHH Assessments.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. The Contractor is to provide his own welfare facilities for the duration of the Works.

8. Health and Safety: all Contractors (including the Principle Contractor)

- 8.1. 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.
- 8.2. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
 - 8.2.1. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
 - 8.2.2. Material Safety Data sheets, if required.
 - 8.2.3. A copy of his Health and Safety Policy which is issued to his employees.
- 8.3. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
- 8.4. 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.
- 8.5. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.

9. Delivery Sites and Lift Sites

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. Contractor access is to be restricted to daylight hours only during any Contract Period.
- 9.6. 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.
- 9.7. Where aerial operations 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.
- 9.8. Materials will be delivered to Sites or other locations as detailed in the Specification.
- 9.9. 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.
- 9.10. The Contractor is to arrange forwarding of delivered Materials to the Works/Lift Site, if applicable, in accordance with instructions from the Nominated Officer.
- 9.11. 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.
- 9.12. 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.

10. Utilities and Services

- 10.1. 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.
- 10.2. 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).
- 10.3. 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.
- 10.4. 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.

11. Restricted Dates

- 11.1. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- 11.2. The Contractor will be informed of the Restricted Dates at the Pre-contract meeting.
- 11.3. 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.

12. Downtime Expenses

- 12.1. 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.
- 12.2. 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.

13. Site Foreman

- 13.1. 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.

14. Site Repair

- 14.1. All Sites (save for Works Sites) must be returned to as close to pre-works condition as practically possible at the end of the Works including (but not limited to):
 - 14.1.1. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area.
 - 14.1.2. 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.
 - 14.1.3. 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.
 - 14.1.4. Other works to restore and rectify damage to the site as directed by the Nominated Officer.

15. Daily Log

- 15.1. 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:
 - 15.1.1. the name of the relevant Site;
 - 15.1.2. the number of flights, if any;
 - 15.1.3. the nature and amount of Material lifted, if any;
 - 15.1.4. a map with a shaded area showing the approximate location(s) of Material applied to the Site(s);
 - 15.1.5. the reason for any inactivity regarding points 1.1.2-4; and
 - 15.1.6. brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).

- 15.2. 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.

16. Geographic Information Systems (GIS)

- 16.1. 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.
- 16.2. The Tenderer must specify in the Form of Tender its GPS Co-ordinate requirements.
- 16.2.1. 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.
- 16.3. 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.
- 16.3.1. 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.
- 16.3.2. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to its satisfaction.
- 16.3.3. 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.
- 16.4. Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.
- 16.4.1. The Authority prefers that the GIS Information be sent in MapInfo format with British Projection (BNG EPSG: 27700).
- 16.4.2. The Contractor may send the GIS Information in an alternative format but must state the projection used.
- 16.4.3. The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software.
- 16.4.4. No Works will be signed off as completed until the above information has been received by the Authority.

17. Liquidated Damages

- 17.1. 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.
- 17.2. 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.

18. MoorLIFE 2020

- 18.1. This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020".

19. Invoices

- 19.1. 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.
- 19.2. 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.
- 19.3. 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

20. Insurance

- 20.1. 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).

21. Communications and marketing

- 21.1. Any works for the Authority may be included in promotional material released by the Authority.
- 21.2. 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.
- 21.3. The Authority may, but reserves the right not to, credit the Contractor in any publicity it releases.
- 21.4. 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.
- 21.5. The consent given by this Clause refers to all forms of media including social media.
- 21.6. 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.
- 21.7. 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

22. Marshalling

- 22.1. The Contractor is responsible for Marshalling helicopter operations at the Lift Site and Work Site, including Marshalling members of the public, and will provide sufficient personal to do so.
- 22.2. 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.

23. Public Transport Flying (AOC)

- 23.1. It may be necessary to airlift personnel onto the Sites. All personnel to be lifted onto Sites must be briefed by the Contractor.
- 23.2. Licences and certificates:
 - 23.2.1. Pilots must have a Commercial Pilots Licence.
 - 23.2.2. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.
 - 23.2.3. The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.
 - 23.2.4. 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.
 - 23.2.5. Copies of all required documents must be submitted prior to the start of Works.

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.

DETAILED CONDITIONS: Re-profiling and Peat Dam Installation

27. Production of Construction Phase Plan and managing Health and Safety during the Works

- 27.1. The Works are subject to the CDM Regulations 2015. Please see Standard Conditions regarding CDM 2015.
- 27.2. The Authority will provide the Contractor with a Pre-construction Health and Safety Plan prior to the commencement of the Works.
- 27.3. The Contractor must provide the Authority with a Construction Phase Plan by email in the form of a single comprehensive document, prior to the commencement of the Works.
- 27.4. The Contractor will be responsible for managing Health and Safety during the Works as the Principal Contractor.
- 27.5. The Contractor will adhere to Method Statements, the Construction Phase Plan and all Health and Safety material to ensure safe delivery of the Works.
- 27.6. There will be clear communication with the Authority prior to and during the course of the Works.

DETAILED CONDITIONS: Stone Dam Installation

28. Production of Construction Phase Plan and managing Health and Safety during the Works

- 28.1. The Works are subject to the CDM Regulations 2015. Please see Standard Conditions regarding CDM 2015.
- 28.2. The Authority will provide the Contractor with a Pre-construction Health and Safety Plan prior to the commencement of the Works.
- 28.3. The Contractor must provide the Authority with a Construction Phase Plan by email in the form of a single comprehensive document, prior to the commencement of the Works.
- 28.4. The Contractor will be responsible for managing Health and Safety during the Works as the Principal Contractor.
- 28.5. The Contractor will adhere to Method Statements, the Construction Phase Plan and all Health and Safety material to ensure safe delivery of the Works.
- 28.6. There will be clear communication with the Authority prior to and during the course of the Works.

29. Materials

- 29.1. It is the contractors' responsibility to ensure that all materials at the lift site are transported to the work site and that no materials are left at the lift site.

DETAILED CONDITIONS: Brash spreading & Hand spreading of Lime, Seed & Fertiliser (LSF)

30. LSF supply

- 30.1. **The Contractor is responsible for the supply and delivery and packaging of all Lime and Fertiliser.**

31. LSF specification

- 31.1. **Granulated lime fertiliser – 'Lime'**
 - 31.1.1. The application rate is 1000 kg per ha for all Works Sites.
- 31.2. **N:P:K fertiliser – 'Fertiliser'**
 - 31.2.1. The application rates are required to achieve an application ratio of: 40kg N: 120kg P₂O₅: 60kg K₂O per ha.
- 31.3. **Preparation of Materials for Delivery to the Lift Site:**
 - 31.3.1. Each Bag should contain:
 - 31.3.1.1. The Brash
 - 31.3.1.2. 5 kg of Lime
 - 31.3.1.3. 1 kg of Fertiliser
 - 31.3.1.4. 0.5 kg of Seed
- 31.4. Lime, Seed and Fertiliser must be packaged separately in watertight packaging capable of withstanding being airlifted and dropped at the Drop Site.

32. LSF Application

- 32.1. Application of the LSF must be carried out after all re-profiling work is complete.

DETAILED CONDITIONS: Sphagnum & Dwarf Shrub plug planting

33. Sphagnum & Dwarf Shrub supply

- 33.1. The Contractor is responsible for the co-ordination of delivery of all sphagnum and dwarf Shrub plug plants

34. Sphagnum & Dwarf Shrub Planting

- 34.1.1. Planting for both Sphagnum and Dwarf Shrub plug plants shall take place as soon as is practicable after February 17th 2020

PART D: PROGRAM OF WORKS & ITEMISED COSTS:

Program of Works

Quality Criteria 1 – Capacity of the Tenderer to deliver the works in a time critical manner - Tender Evaluation Form

| Program of works – CEH Restoration Works | |
|--------------------------------------------------------------------------------------------------------------------------------------|--|
| Expected Start Date | |
| Number of Days to complete Job | |
| Expected Finish Date | |
| Milestone 1: Re-profiling Completion Date | |
| Milestone 2: Peat Dams Completion Date | |
| Milestone 3: Stone Dams Completion Date | |
| Milestone 4: Brash & Hand LSF Completion | |
| Milestone 5: Sphagnum Planting Completion Date | |
| Milestone 6: Dwarf Shrub Planting Completion Date | |
| Milestone 7: Waste Materials Clear Up Completion Date | |
| Please list your staff and resources to meet the above dates | |
| Risks and mitigations (please describe any risk which may prevent the above dates being reached and how you will resolve any issues) | |

ITEMISED COSTS: General

| General Items and Preliminaries | | | | |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|------------------------------|
| 1. | Work required – Contractual requirements | Unit | Rate per unit (£) | Total Cost (£ Ex VAT) |
| 1.1 | Insurance of the Works | Item | | |
| 1.2 | Insurance against damage to persons or property (£10,000,000). | Item | | |
| 1.3 | Preparation of Pre-Tender Method Statements, Operational Risk Assessments, Safety Policy. | Item | | |
| 1.4 | Preparation of Site Risk Assessments, COSHH Assessments. | Item | | |
| 1.5 | Preparation of CDM Construction Phase Plan and carrying out all responsibilities as a duty holder under CDM 2015 | Item | | |
| 1.6 | Provision of welfare facilities for Contractor employees. | Item | | |
| 1.7 | Detail of facilities to be provided: | | | |
| 1.8 | Provision of materials within Health and Safety Plan (specify below): | Item | | |
| 1.9 | Provision of GPS record of Constructed Stone & Peat Dams and all Planting Areas (to the specification as outlined in Section 1 Part B) | Item | | |
| 1.10 | Provision of Carbon Audit data (see Standard Conditions) | Item | | |
| 1.11 | Provision of Socio-Economic Impact data collection (see Standard Conditions) | Item | | |
| 1.12 | Any additional items required to meet contractual requirements | | | |
| | | | | |
| Subtotal: General | | | | |

ITEMISED COSTS: Re-Profiling & Peat Dam installation

| 1.0 | Item | Unit | Rate per Unit (£) | Quantity required | Total cost (£ Ex VAT) |
|------------------------------|-----------------------|-------|-------------------|-------------------|-----------------------|
| | Re-profiling | Metre | | 1500 | |
| | Peat Dam Construction | Dam | | 20 | |
| Subtotal: Reprofiting | | | | | |

ITEMISED COSTS: Stone Dam installation

| 3.0 | Item | Unit | Rate per Unit (£) | Quantity required | Total cost (£ Ex VAT) |
|-----------------------------------------|---------------------------------------------|------|-------------------|-------------------|-----------------------|
| | Airlifting (including all associated costs) | Dam | | 27 (20 tonnes) | |
| | Construction | Dam | | 27 (20 tonnes) | |
| Subtotal: Stone Dam Installation | | | | | |

ITEMISED COSTS: Brash spreading & Hand spreading of Lime, Seed & Fertiliser (LSF)

| 4.0 | Item | Unit | Rate per Unit (£) | Quantity required | Total cost (£ Ex VAT) |
|--------------------------------------------------|---------------------------------------------|------|-------------------|-------------------|-----------------------|
| | Supply of Lime and Fertiliser | Bag | | 140 | |
| | Preparation of LSF | Bag | | 140 | |
| | Airlifting (including all associated costs) | Bag | | 140 | |
| | Spreading Brash including LSF | Bag | | 140 | |
| | Clear-up | Bag | | 140 | |
| Subtotal: Brash & LSF Spreading works | | | | | |

ITEMISED COSTS: Sphagnum & Dwarf Shrub Planting

| 6.0 | Item | Unit | Rate per Unit (£) | Quantity required | Total cost (£ Ex VAT) |
|------------------------------------|----------------------------------------------------------|------|-------------------|-------------------|-----------------------|
| | Sphagnum Planting | Plug | | 23,000 | |
| | Airlifting Dwarf Shrubs (including all associated costs) | Plug | | 92,250 | |
| | Dwarf Shrub Planting | Plug | | 92,250 | |
| Subtotal: Sphagnum Planting | | | | | |

ITEMISED COSTS: Grand total

| Totals Collection | Total Cost (£ Ex VAT) |
|-----------------------------------------------------------|-----------------------|
| Subtotal: General | |
| Subtotal: Re-profiling & Peat Dam Installation | |
| Subtotal: Stone Dam Installation | |
| Subtotal: Brash & Hand LSF Spreading | |
| Subtotal: Sphagnum & Dwarf Shrub Planting | |
| Grand total | |

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: Phillip Straton using the following email: philip.straton@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 12:00 ON 11th October 2019.**
- 10.2. Tenders may 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 3](#). 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. Proposed contract amendments in pdf format (see below).
- 10.4.1.b. Acceptance of terms and conditions of contract at **Section 3**.
- 10.4.1.c. Tender Questionnaire at [Appendix 6](#) 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.d. Non-collusive tendering certificate at [Appendix 7](#) signed on behalf of the Tenderer and submitted to us in pdf format;
- 10.4.1.e. Analysis of resources;
- 10.4.1.f. Itemised costs as detailed within [PART D: PROGRAM OF WORKS & ITEMISED COSTS](#);
- 10.4.1.g. Details of any part of the Works to be sub-contracted;
- 10.4.1.h. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
- 10.4.1.i. Any other information requested in the ITT.

ALL OF THESE DOCUMENTS ARE AVAILABLE AS AN EDITABLE WORD DOCUMENT AND WILL BE ATTACHED TO THE INVITATION TO TENDER EMAIL.

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

By 12:00 ON 11th October 2019 (the Tender Return Date)

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

TENDER MFF92 2019-20 CEH Restoration Works

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 14th October 2019.

10.7 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.

- 10.8 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.
- 10.9 No tender received after the deadline for receipt of tenders stipulated above shall be considered. Any such tender shall be returned promptly to the Tenderer by the Chief Financial Officer who may open the tender only to ascertain the name and address of the Tenderer.
- 10.10 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.
- 10.11 The successful Tenderer will be required to enter into the Form of Contract attached at [Appendix 8](#). No derogations will be permitted except those specific to the means of delivering the requirements as set out in the submitted proposal. Tenderers wishing to propose derogations should include within their proposal a table setting out the proposed derogation and why it is necessary to deliver the project. Significant amendments to the contract terms and conditions that present unreasonable risk or restrictions, affect the delivery timescales or liability levels, will render the tender non-compliant and the tender will be rejected
- 10.12 Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.
- 10.13 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. Tender responses 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 this requirement may be deemed non-compliant and rejected without further evaluation.
- 13.2. Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.
- 13.3. The successful Tenderer will be selected based on an evaluation using the criteria set out in **Table 1**.
- 13.3.1. Price (XX% of the total score value);
- 13.3.2. Quality criteria (XX% of the total score value):
Quality Criteria 1: Capacity of the Tenderer to deliver the works within the individual timescales set out in the tender. Please complete the Additional information and Program of Works with the itemised costs to demonstrate how the work will be resourced and the timescales will be met.

Table 1

| | | | Evaluation Criteria | |
|----------|----------------------------------|-------------------------|----------------------------|--------------------------------|
| Package | Site | Works | Price Weighting % | Quality Criteria 1 Weighting % |
| 1 | Peak Naze CEH Restoration | Whole Site Works | 50 | 50 |

Quality Criteria responses will each be marked against the following scoring methodology shown in Table 2 below. 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.

Table 2

| | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | The Tenderer has given no or inadequate response. |
| 1 | There are major weaknesses or gaps in the information provided. |
| 2 | The response is sketchy with little or no detail given of how the Tenderer will meet the criteria. |
| 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. |
| 4 | The proposal has addressed, in some detail, all or the majority of our requirements. |
| 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). |

14. Tender Submission Checklist Please include the following with this form

- Part D Itemised Costs & Program of Works
- Form of Tender
- Tender Questionnaire
- Non-Collusive Tendering Certificate

15. Award of Contract

15.1. 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.

16. Obligations

16.1. 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.

17. 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.

18. 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 whom disclosure is made.

19. 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

20. Transparency

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.

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.

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SECTION 3: DEFINITIONS AND STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

“**Access Point**” means the points of access to the Works Sites as set out in **Section 1**

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

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

“**Bags**” means the dumpy bags of Materials (and shall include ‘Dumpy Bags’)

“**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

“**Dam**” means a water channel block to be constructed at the Works Sites in accordance with the Specification (and shall include ‘Dam Unit’)

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

“**Delivery Site**” means those areas to which the Materials or part are to be delivered more particularly described in the Specification and (if applicable) identified on the Location Maps

“**Drop**” means the release of an underslung load at a Drop Site

“**Drop Site**” means those areas to which the Materials or part are to be dropped by helicopter pursuant to the Specification and (if applicable) identified on the Location Maps

“**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

“**Excluded Area**” means the area of the Works Sites to be excluded from the Works as shall be notified to the Contractor by the Nominated Officer from time to time

“**Form of Tender**” means the tender return form at **Appendix 3**

“**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 at **Appendix 8**

“**Peat Dams**” means the Peat Dams used to construct Dams as set out in **Section 1 Part B**

“**Heather Brash**” means the brash used to construct Dams as set out in **Section 1 Part B**

“**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

“**KIPs**” means the key performance indicators set out in the Programme of Works

“**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)

“**Loads**” means the loads of Materials for airlifting

“**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
“Marshalling” means the safe marshalling of aerial lifting of Loads by the Contractor
“Material(s)” means the materials required in connection with the Works set out in the Specification
“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
“Restricted Dates” means those dates when the Contractor shall not be permitted to perform the Works, such dates to be notified to the Contractor by the Nominated Officer from time to time
“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”)
“Sphagnum Plugs” means the sphagnum plugs for planting in accordance with **Section 1** (and shall include ‘Plugs’)
“Sphagnum Supplier” means the supplier of Sphagnum Plugs for the Works, who shall be notified to the Contractor by the Nominated Officer from time to time
“Standard Conditions” means these conditions
“Stone” means the stone used to construct Dams in accordance with **Section 1**
“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 the works set out in the Specification 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.

13. CDM Regulations

- a. 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.
- b. Without limitation, in accordance with the CDM Regulations:-
- c. The Authority's main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
- d. 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.
- e. 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;
- f. 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.
- g. 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.
- h. 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.
- i. 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;
- b. 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. 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

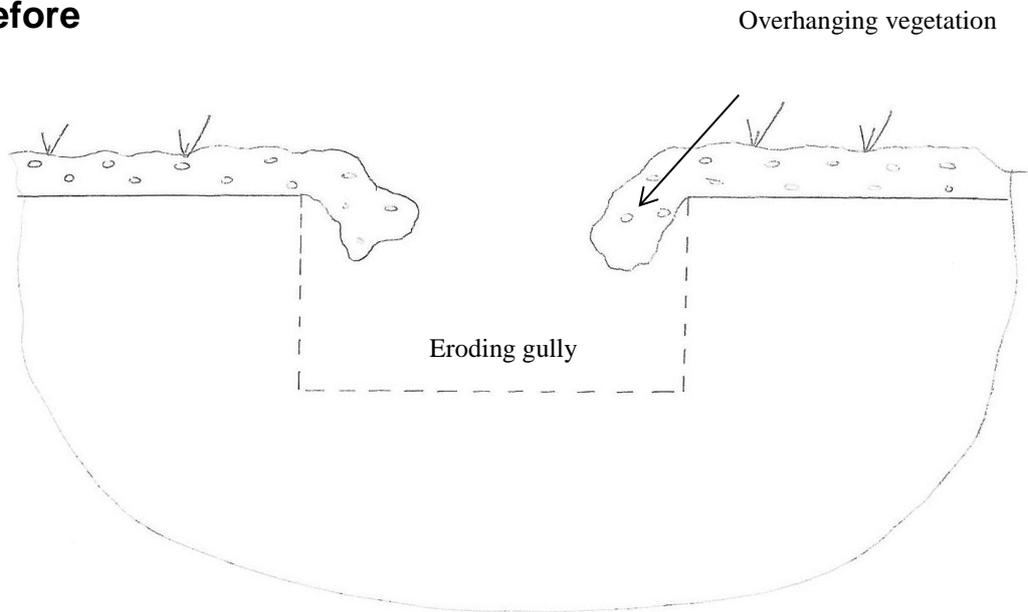
- a. The Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
 - i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - ii. Advance equality of 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.

APPENDICES

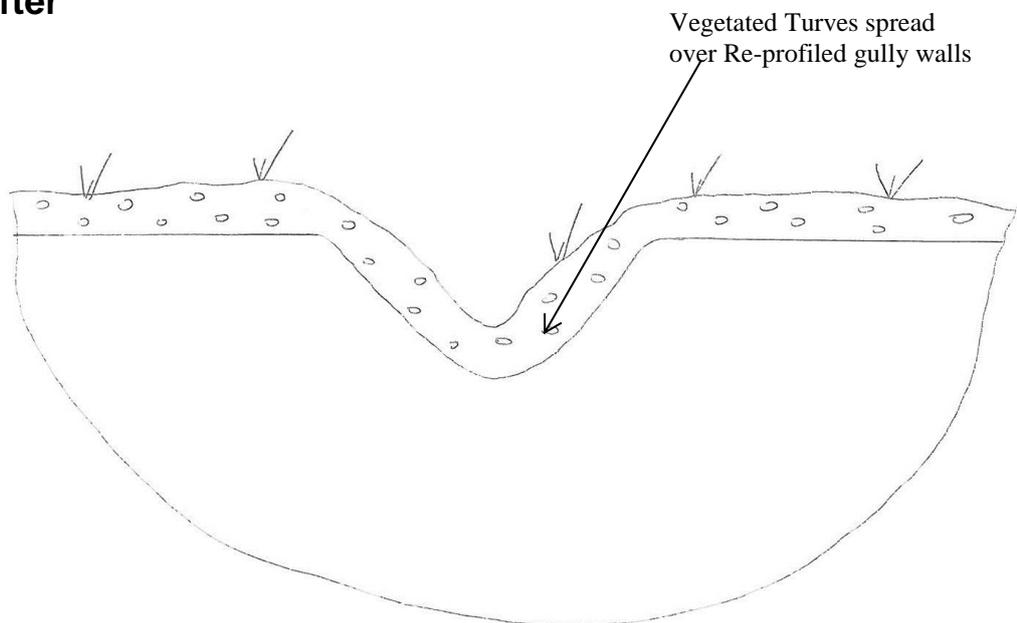
APPENDIX 1 - FIGURES

(i) Fig. 1 – Re-profiling Specification

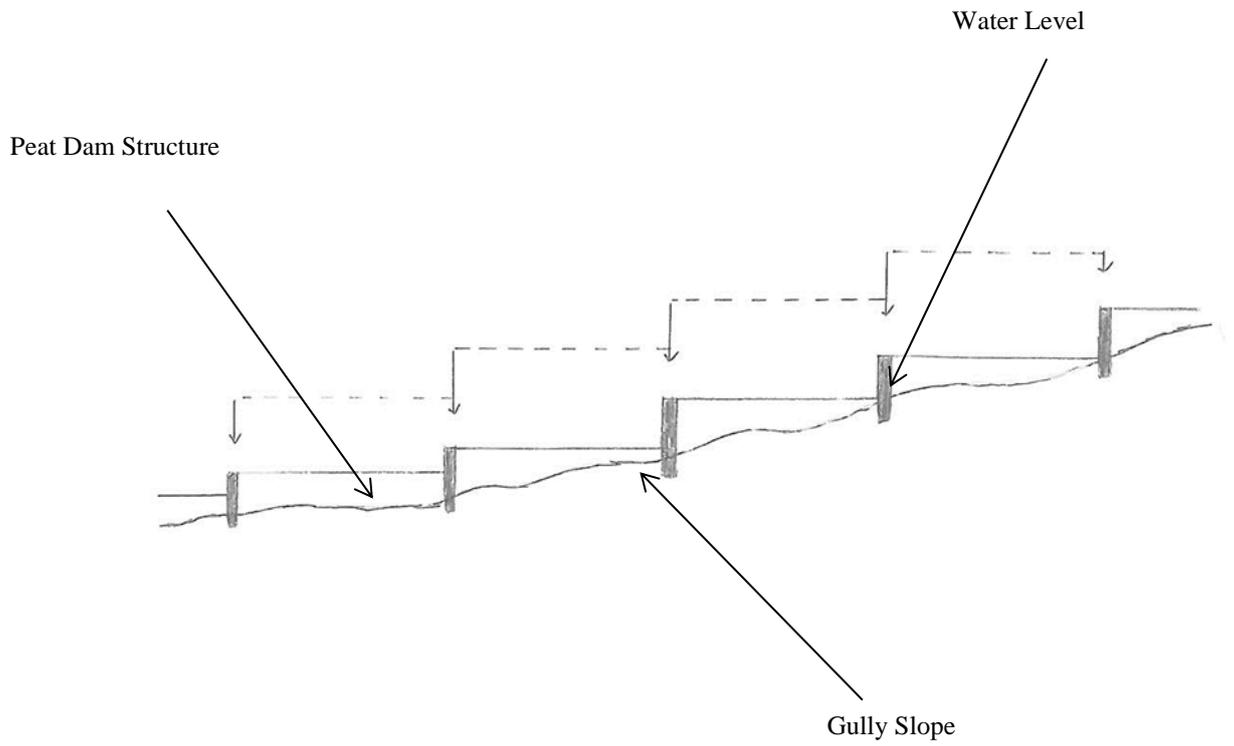
Before



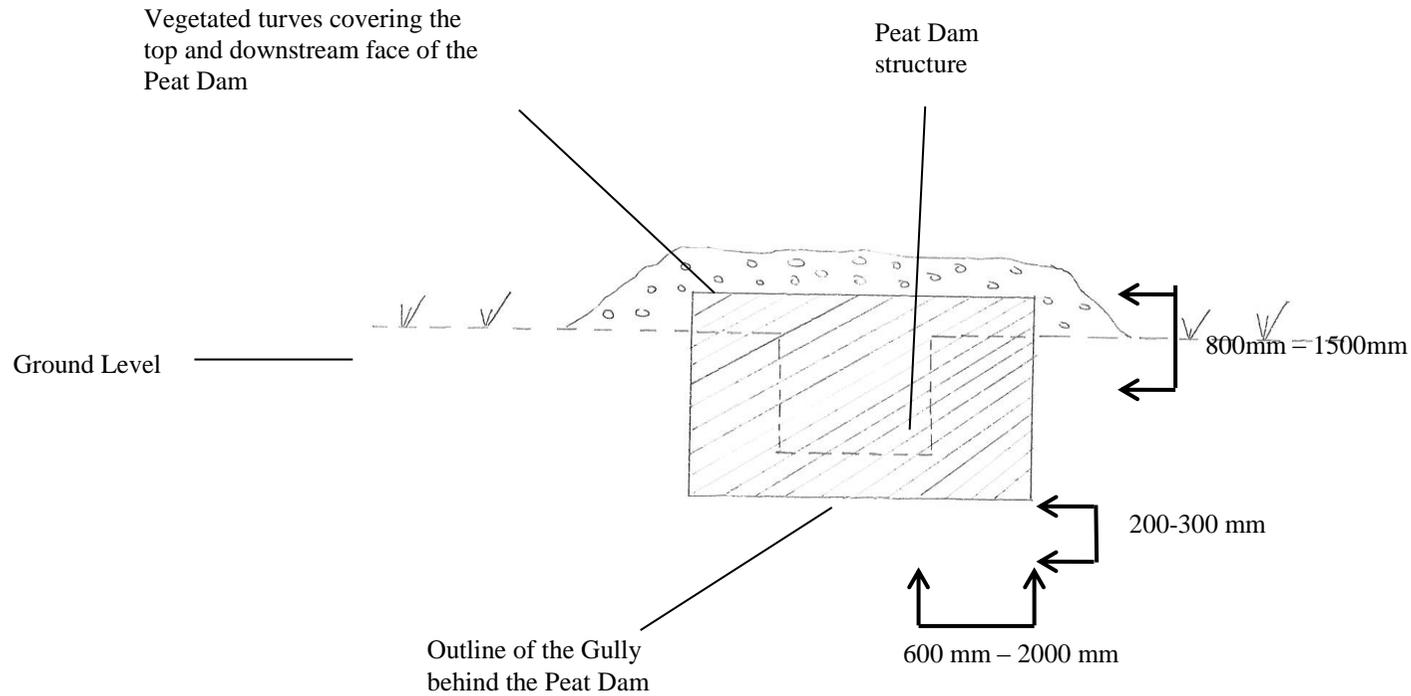
After



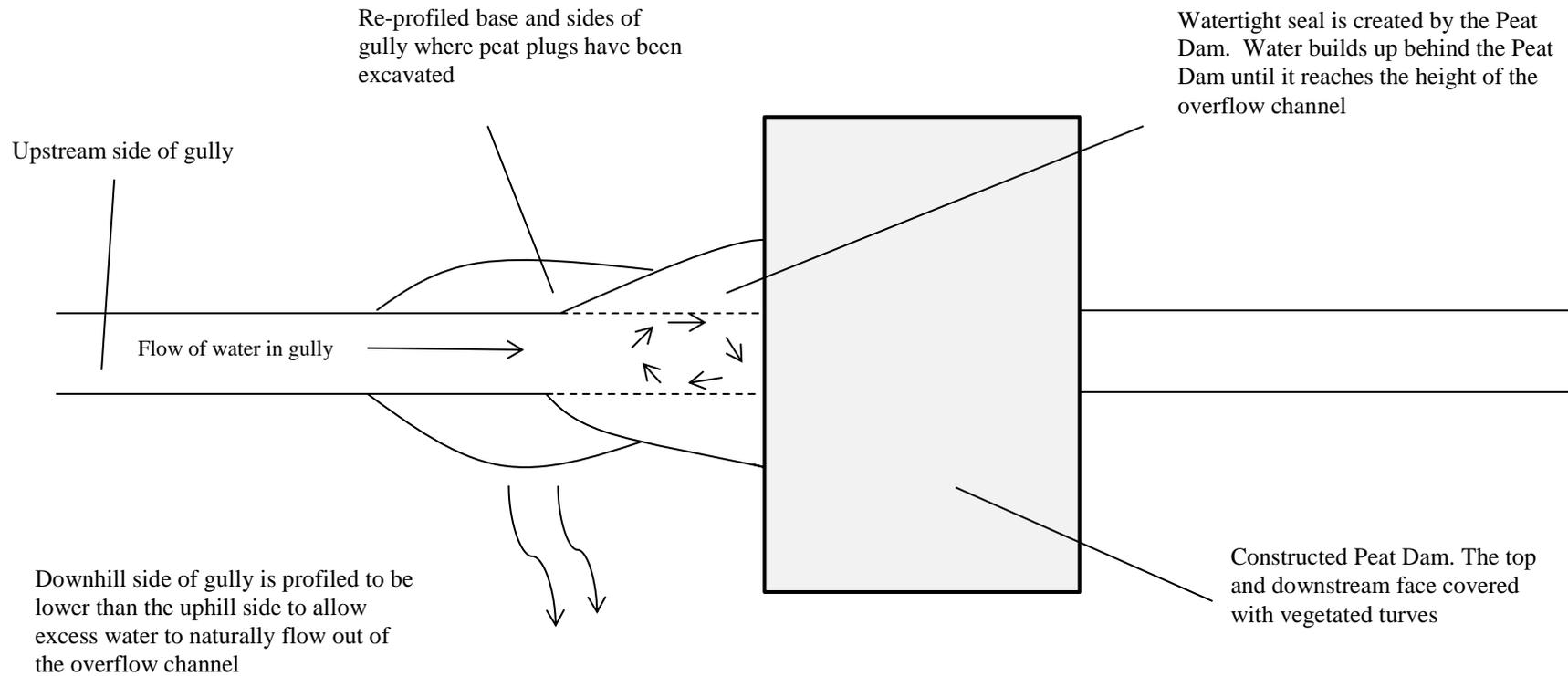
(i) Fig. 2a – Peat Dam Spacing



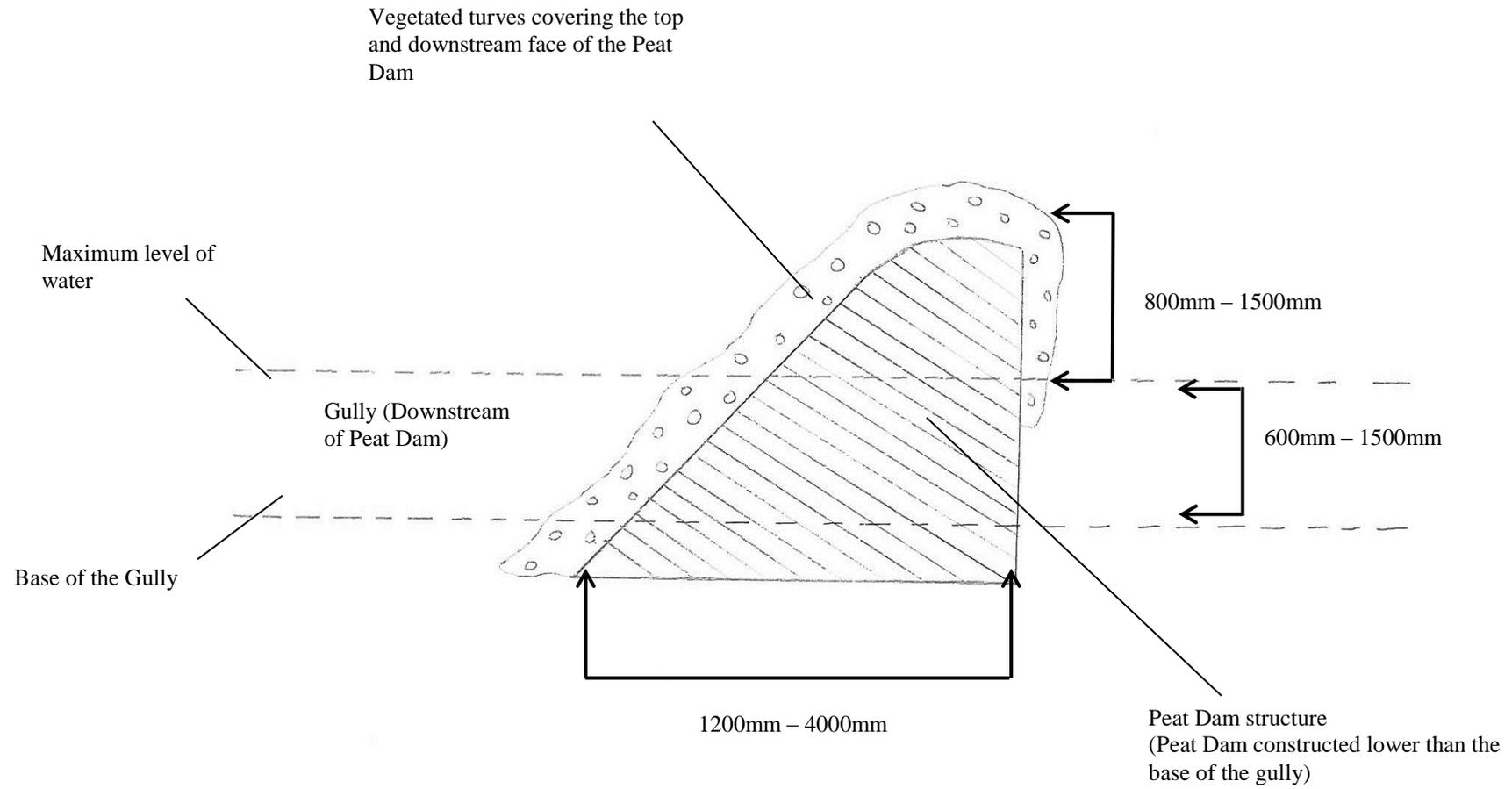
(ii) Fig. 2b – Cross-section view of Peat Dam construction



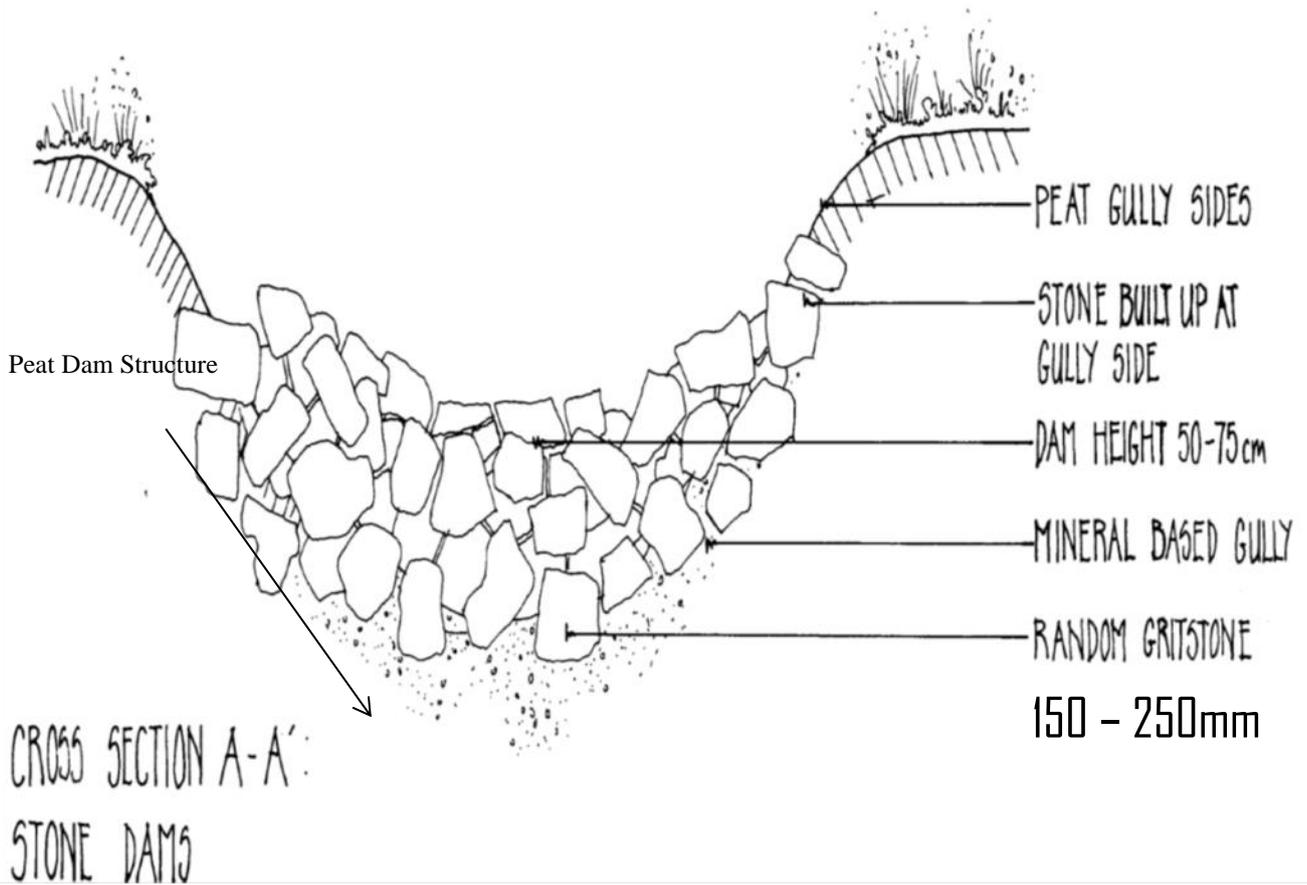
(iii) Fig. 2c – Plan view of Peat Dam construction



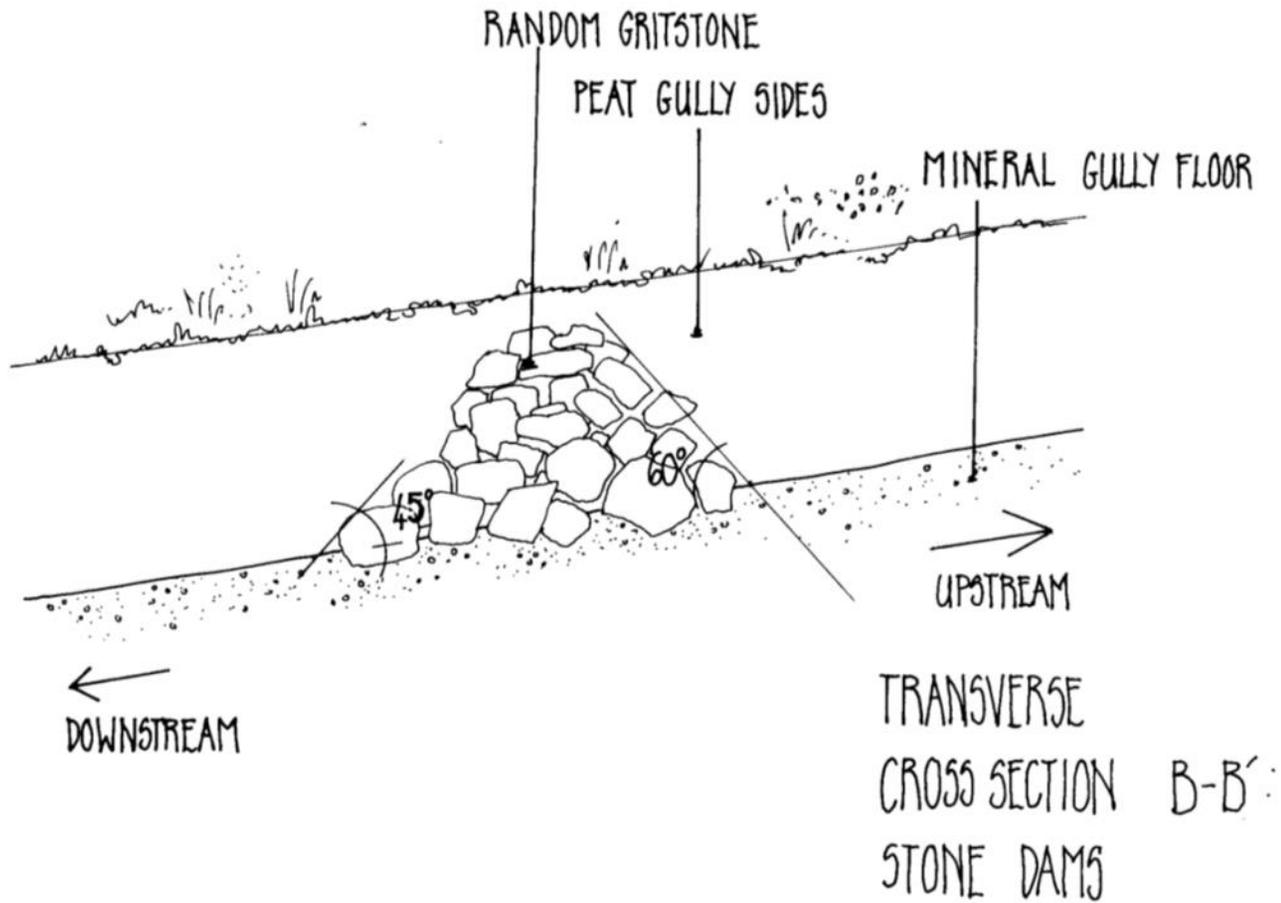
(iv) Fig. 2d – Side view of Peat Dam construction



(v) Fig. 3a – Cross-section view of Stone Dam construction



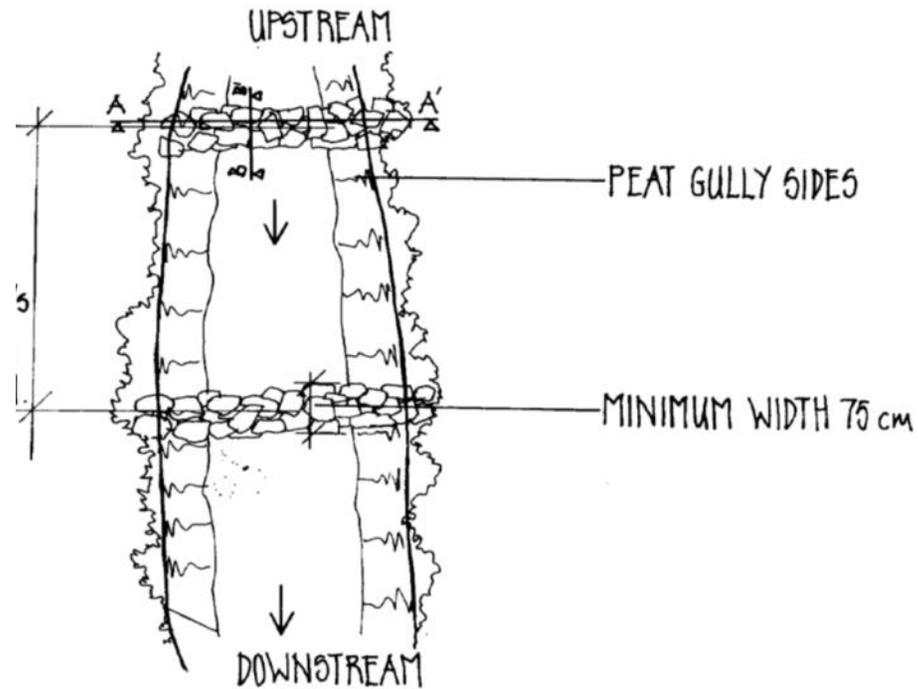
(vi) Fig. 3b – Side view of Stone Dam Construction



(vii) Fig. 3c – Above view of Stone Dams Construction

CROSS SECTION A-A':
STONE DAMS

STONE DAMS placed
at pinch points in the
gully system at 8 -
15 metre spacing
where the fall/drop
in gully height is at
least 40cm



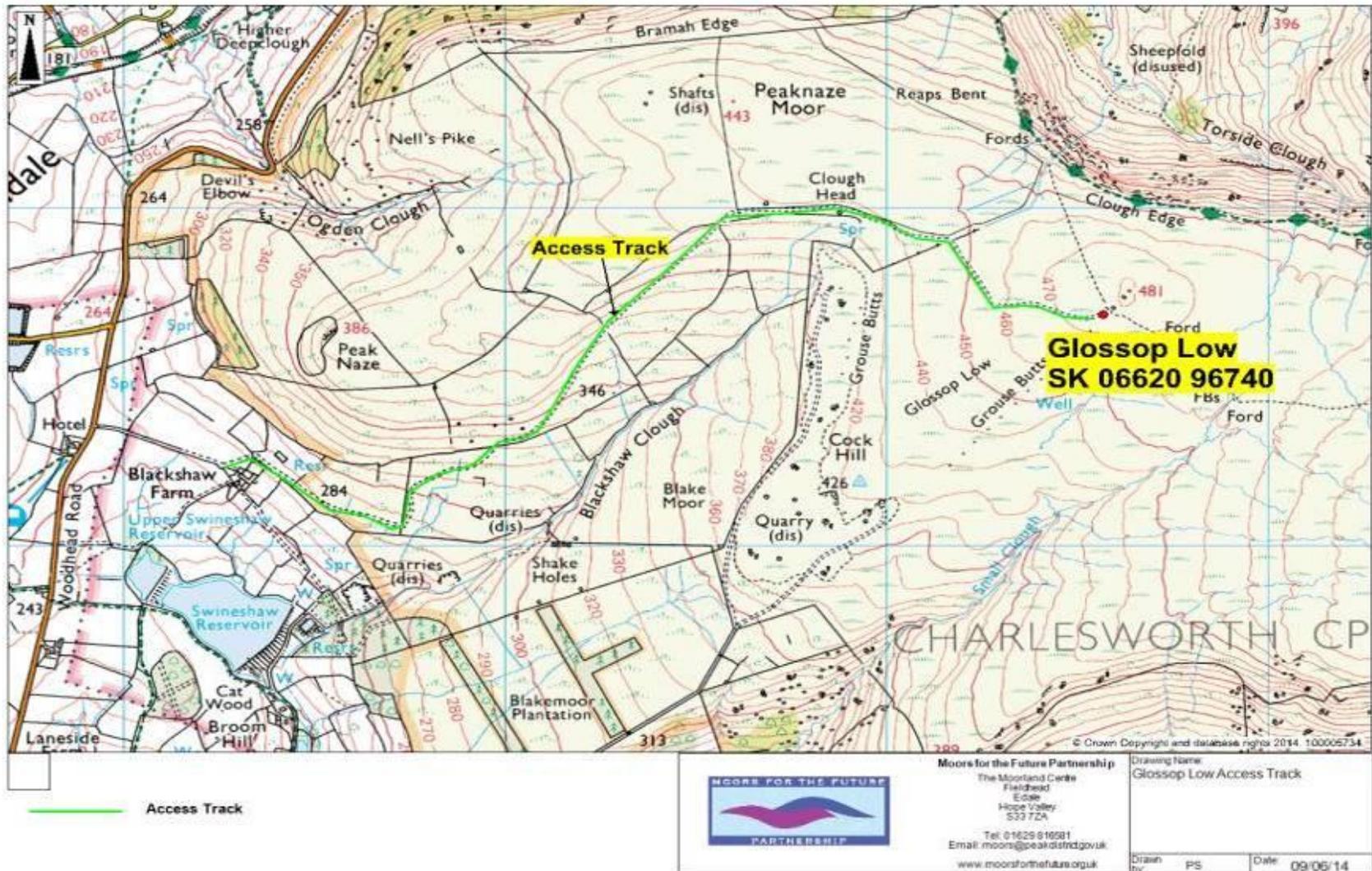
PLAN: STONE DAMS

APPENDIX 2 - LOCATION MAPS

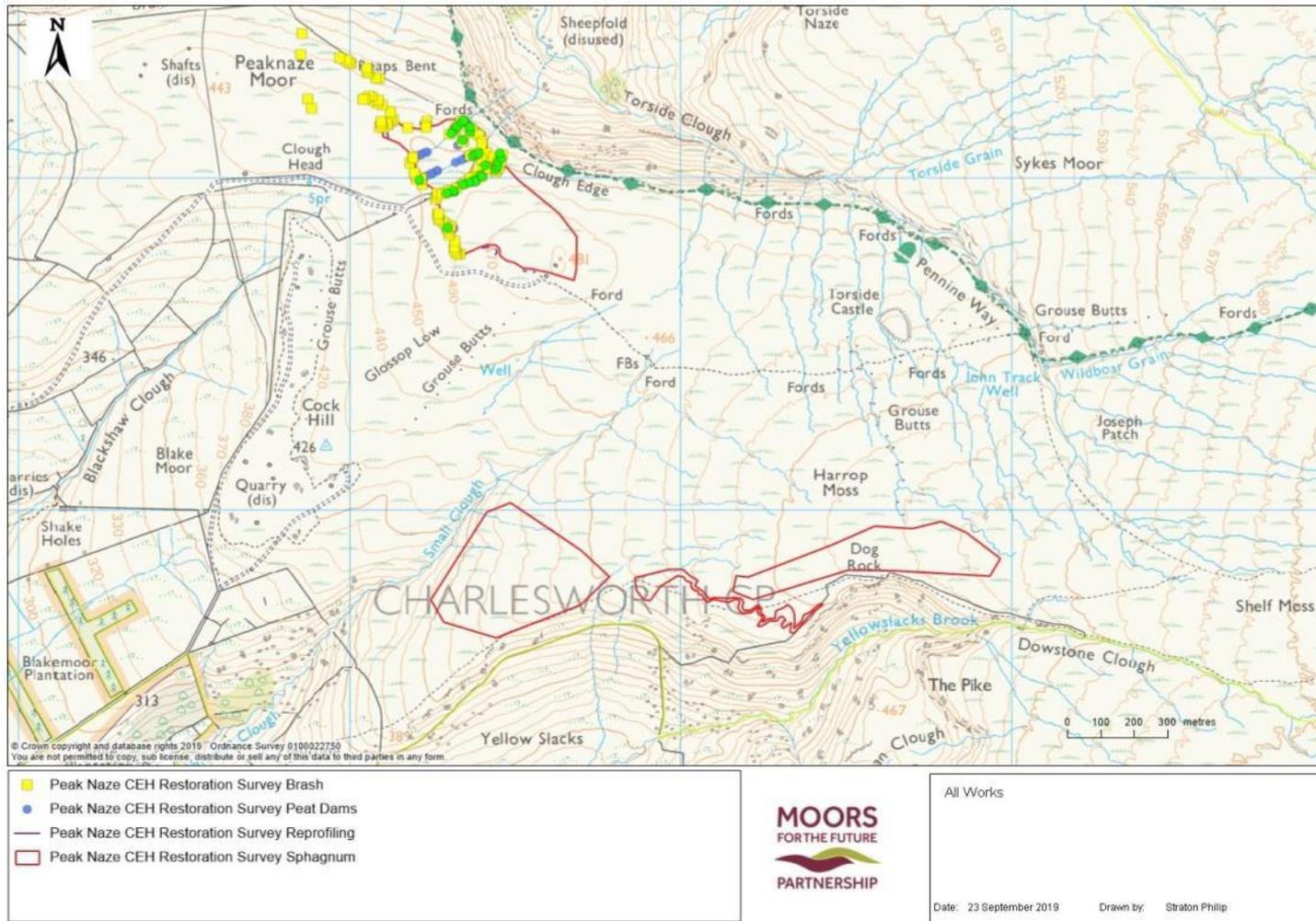
Map 1. Blackshaw Farm Location



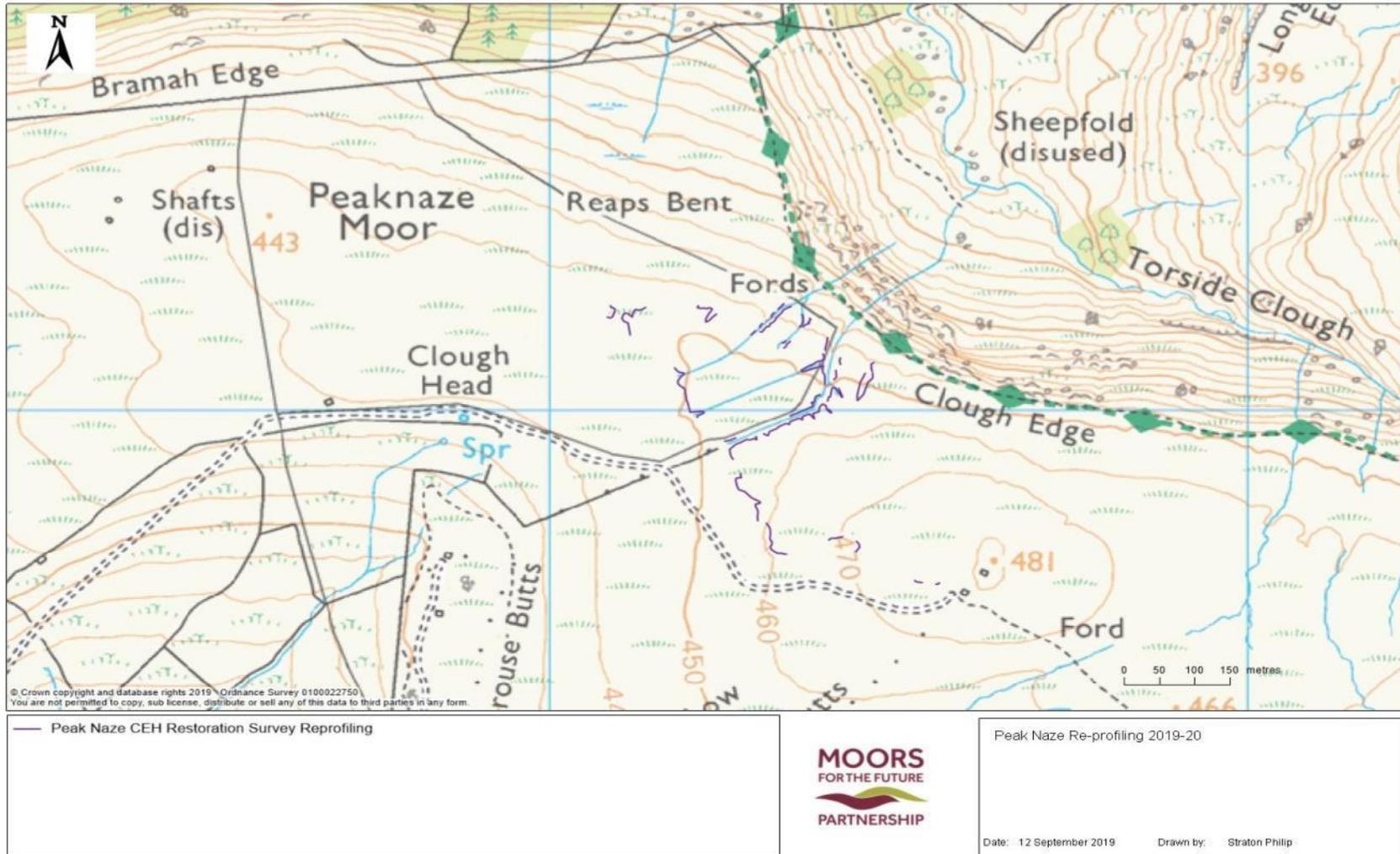
Map 2. Access route for Works Site and Lift Site



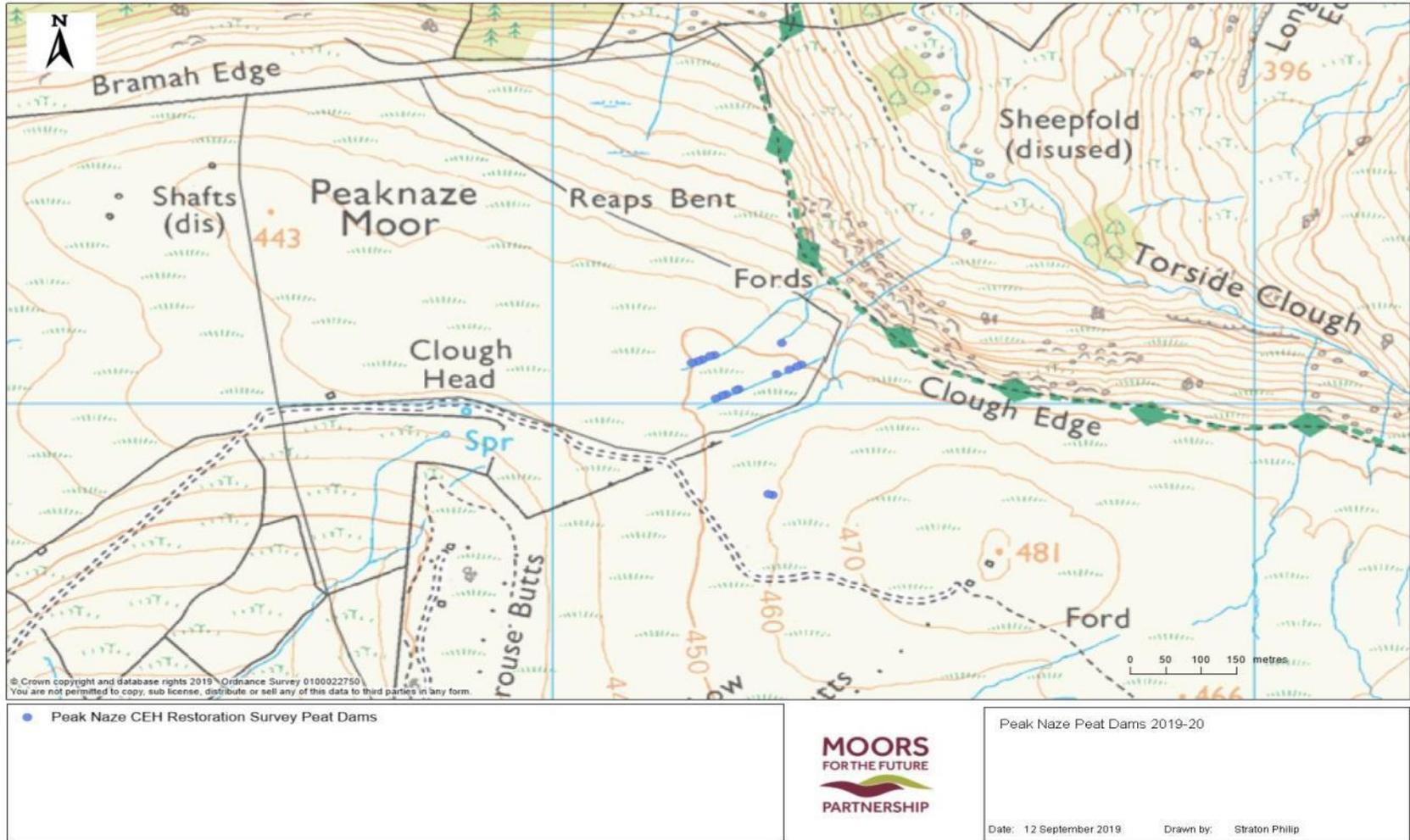
Map 3. Restoration works – All works



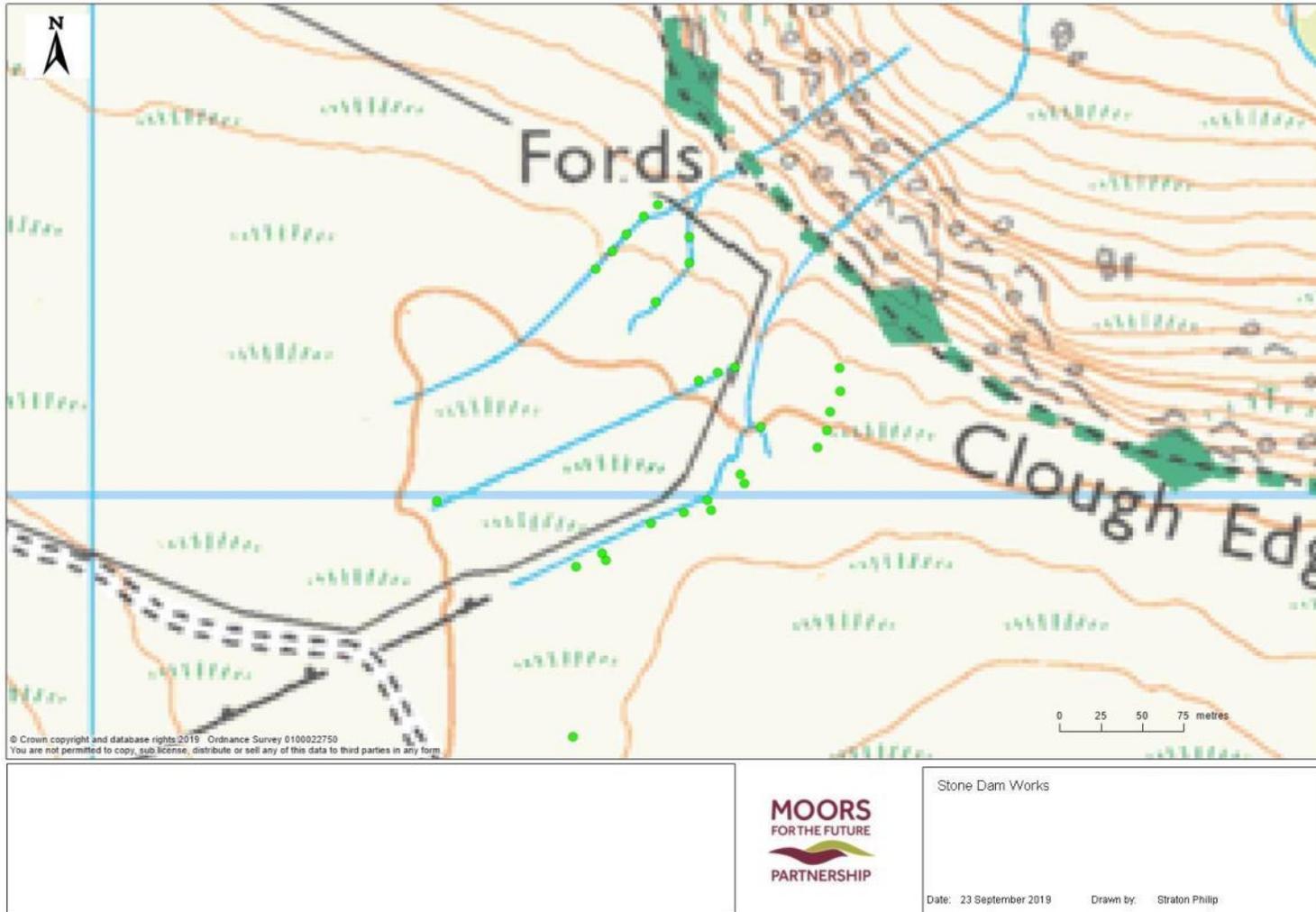
Map 4, Re-profiling works



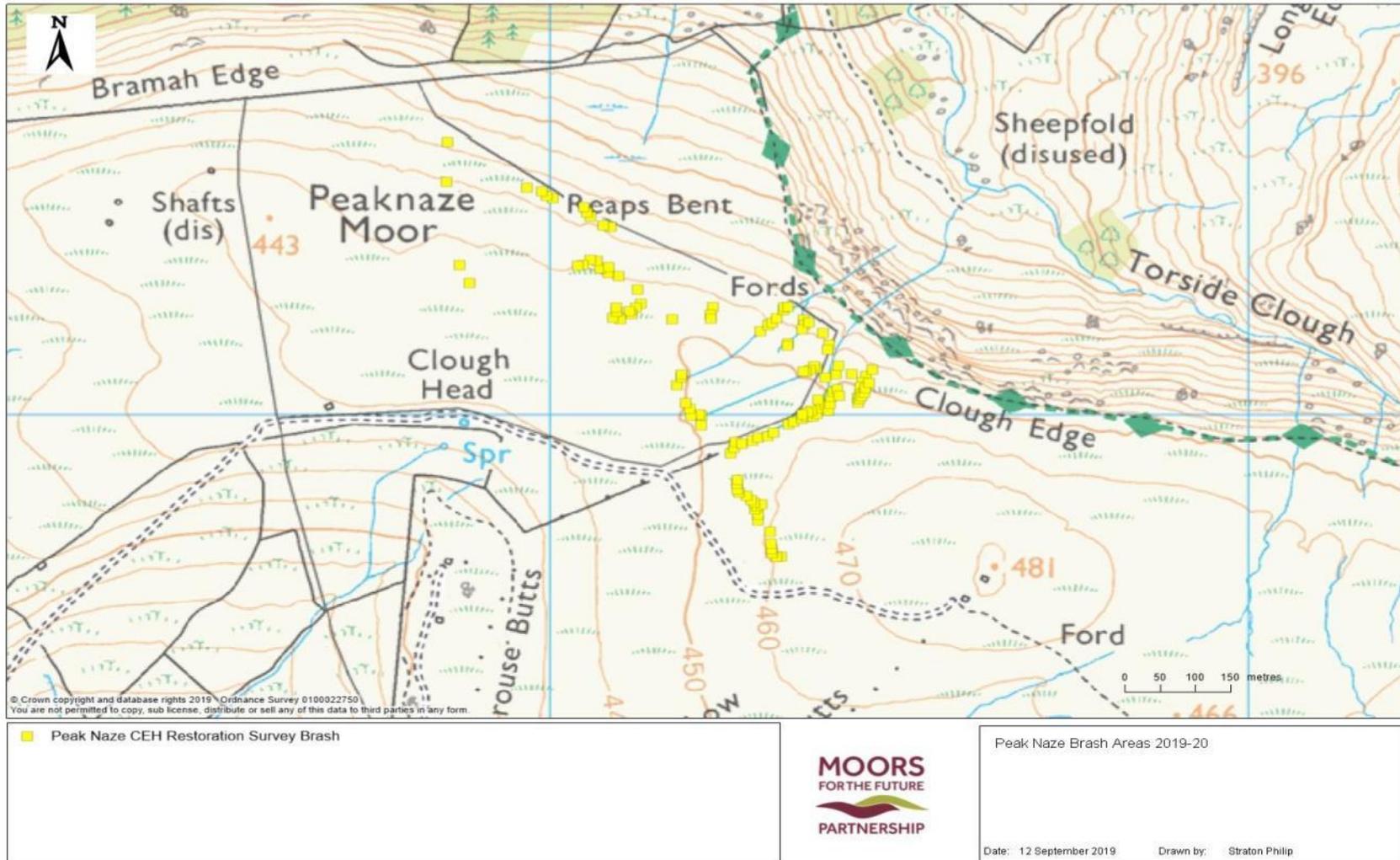
Map 5, Peat Dam works



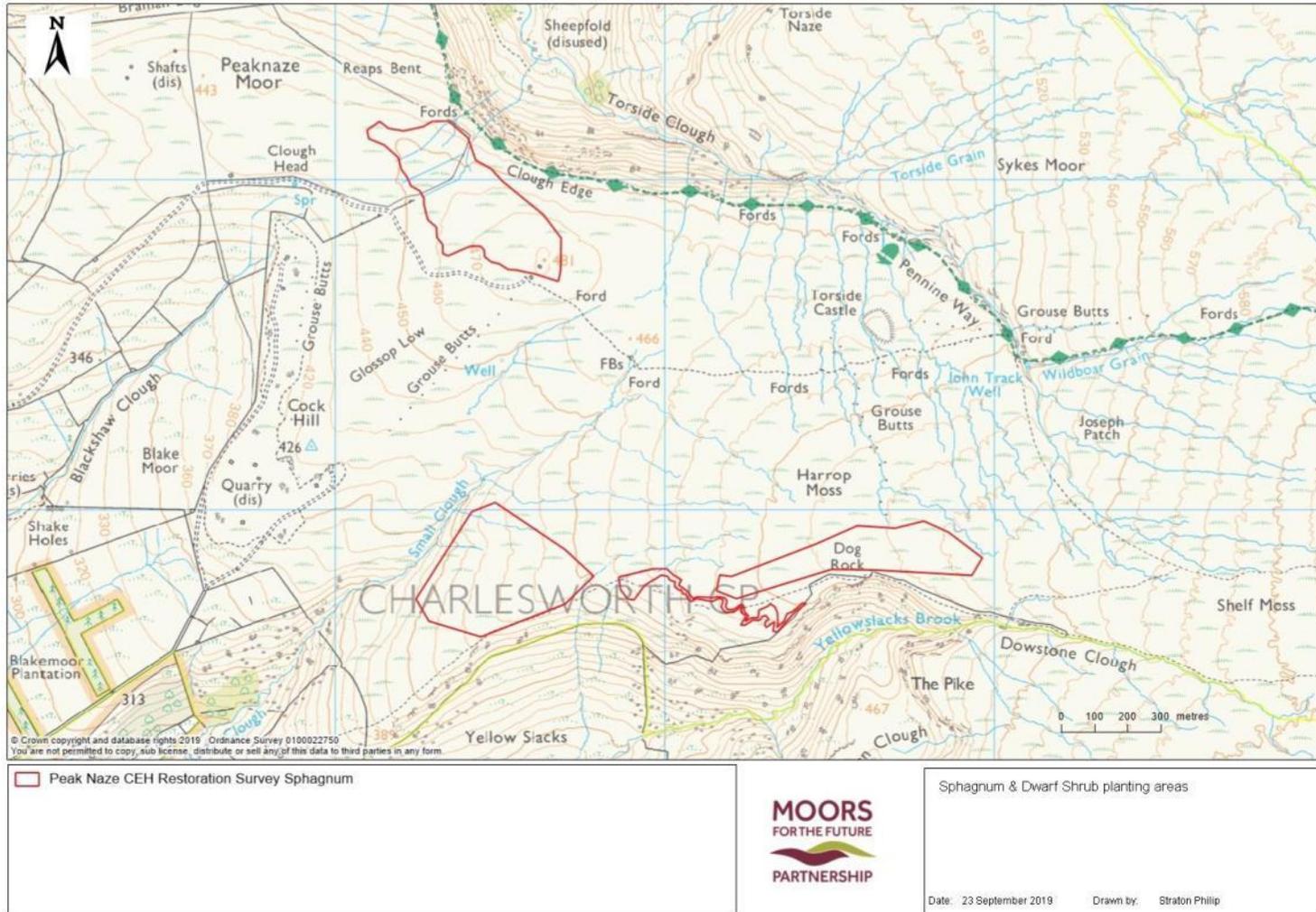
Map 6, Stone Dam works



Map 7, Bare Peat Work Areas (Brash and Hand Lime, Seed & Fertiliser)



Map 8, Sphagnum & Dwarf Shrub Plug Planting Areas



APPENDIX 4 – SPHAGNUM AND DWARF SHRUB PLUG CARE GUIDELINES

Upon delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the plugs

Storage and care of Plugs;

- Plugs should be kept in a cool, sheltered location with some natural sunlight (not in direct sunlight but also not in the dark)
- Plugs should not be allowed to freeze
- Plugs should be kept moist (whitening of plant branches indicates drying out)
- Plugs should only be watered with rainwater (tap water will kill them)
- Plugs should be stored so they are not getting squashed by the weight of other Plants on top.
- Plugs should be kept out of reach of animals



Photo 1: *Sphagnum* Bundle of 20 Plugs securely wrapped in clear film. *Sphagnum* Bundle is moist and vibrant green



Photo 2: Dwarf Shrub Plugs supplied with a peat base in plant trays.

APPENDIX 5 – SPHAGNUM AND DWARF SHRUB PLUG PLANTING GUIDELINES

Areas to plant

Sphagnum plugs should be planted in the flattest wettest areas. Cotton Grass beds and revegetated peat pans are ideal. The ground should be wet and spongy, even during dry spells. The photo below shows an ideal planting area. The planting density is 1250 per hectare, however the suitable areas within a hectare will be limited so planting could occur as frequently as 1 plug every metre. Exact details of the planting areas will be discussed with the contractors at the on-site pre-start meeting.



Sphagnum plugs require shelter from the wind and direct sunlight; therefore they should be planted in areas of existing vegetation rather than on bare peat. The photo below shows vegetation cover required for planting. Due consideration needs to be made of the density of

the intact vegetation as it needs to provide sufficient shelter for the plugs without the risk of shading out the light to the plug.



Sphagnum should not be planted directly in stream or gully channels but could be placed on the edges of channels ensuring that they will not be directly in fast running water.



Where there are gully blocks, plant the plugs at the water's edge in locations where the plug is sheltered from any significant water flow. Four plugs should be planted at each gully block.



Planting

1. Plug Plants will be received in Clumps bundles of 20 wrapped together with clear film.



2. Unwrap the clear film until the first loose plug is found



3. Take the individual Plug Plant and tease it out to ensure the plug becomes rounded rather than flat.



4. Using your thumb or a dibber at the base of the plant, push the plant gently into the peat. The plug needs to be planted a depth where the sphagnum head is at the surface level. A demonstration of this will be made on the first day of the works.
5. If the ground is firm use a dibber of approximately 1cm diameter. In this example we used a screw driver



6. Make a hole of sufficient size to allow the plug to be planted in a way that ensures the plug is anchored in the ground. Based on previous examples this will be approximately 2cm wide by 5cm deep with the dibber.



7. Push the plug plant in to approximately two thirds of its depth, leaving the top of the plug showing above the surface



8. Gently heel in the plug plant with your fingers to ensure the plant is secure and any air-pockets are removed.

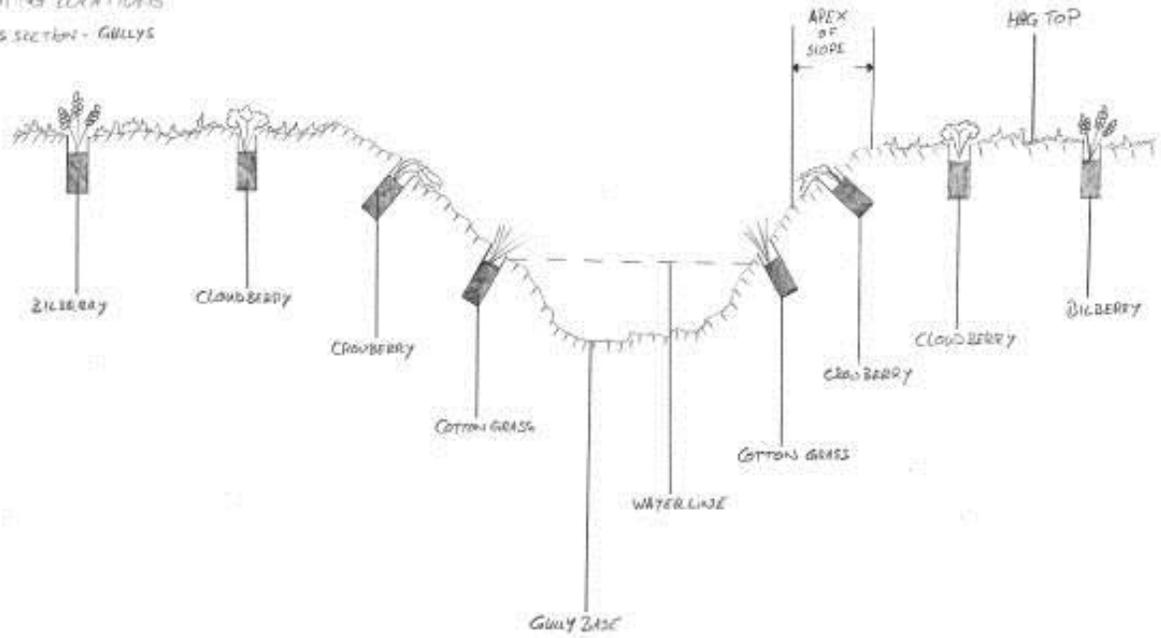


9. Your planted plug should look like this.

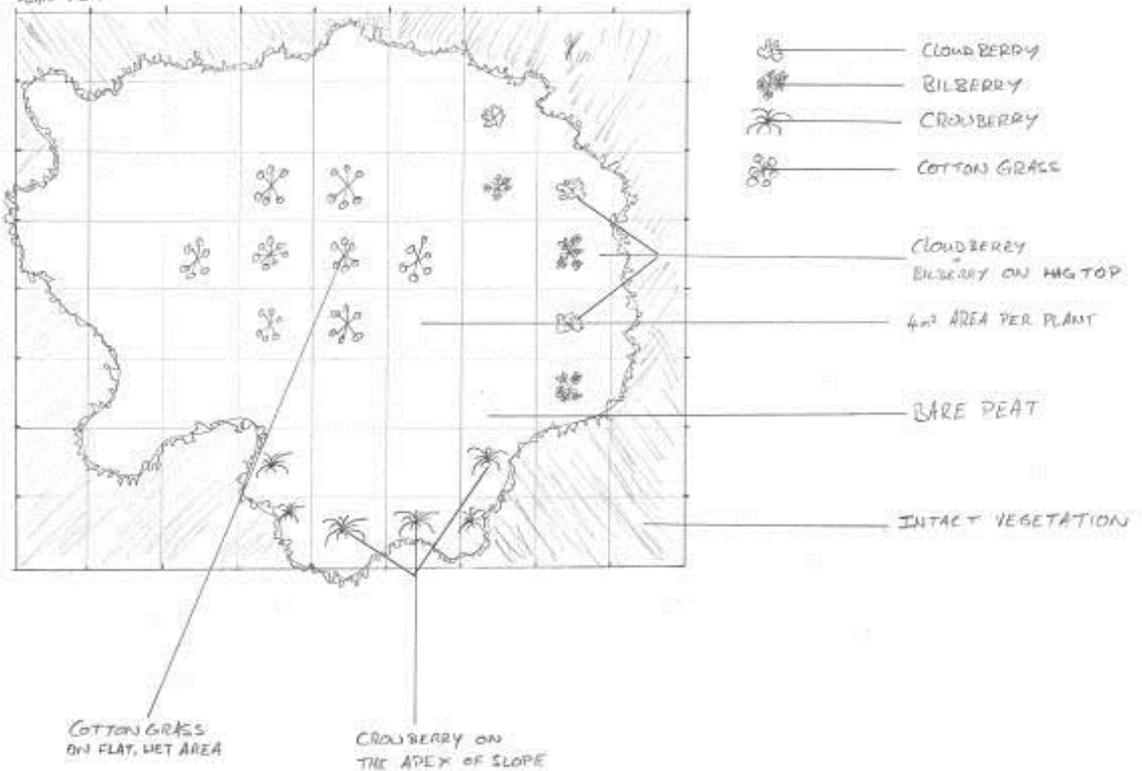
SEDGE AND DWARF SHRUB PLUG PLANTING GUIDELINES

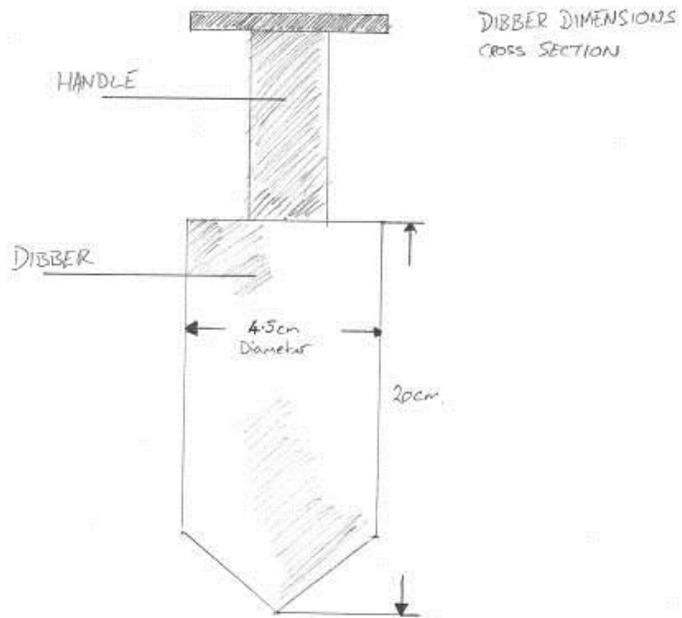
PLANTING LOCATIONS

CROSS SECTION - GULLYS

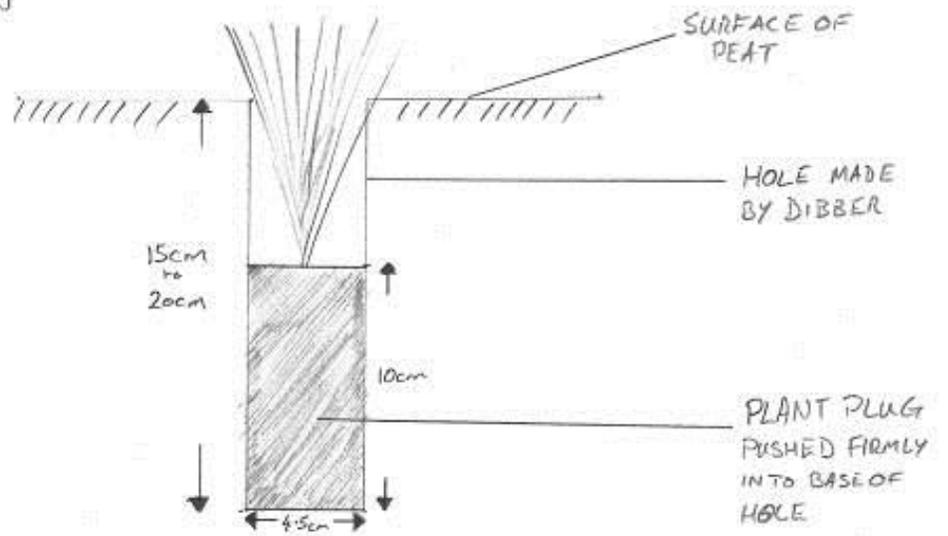


PLUG PLANTING - LOCATION + DENSITY
PLAN VIEW





PLUG HOLE DIMENSIONS
CROSS SECTION



APPENDIX 6 - TENDER QUESTIONNAIRE

PEAK DISTRICT NATIONAL PARK AUTHORITY MFF 92 2019-20 CEH Restoration Works - 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) ¹ ? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

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

| Section 1 | Economic and Financial Standing | |
|-----------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| | Question | Response |
| 1.1 | 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"/> |
| 1.2 | Have you the economic and financial resources to deliver the Contract requirements | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| Section 2 | Technical and Professional Ability | | |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--|
| 2.1 | <p>Relevant experience and contract examples</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.</p> <p>If you cannot provide examples see question 2.3</p> | | |
| | Contract 1 | Contract 2 | |
| Name of customer organisation | | | |
| Point of contact in the organisation | | | |
| Position in the organisation | | | |
| E-mail address | | | |
| Description of contract | | | |
| Contract Start date | | | |
| Contract completion date | | | |
| Estimated contract value | | | |

| | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2 | 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. |
| | |

| Section 3 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 3.1 | 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"/> |
| 3.2 | 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 | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 4.1 | Technical Capabilities | |
| a | <p>Has the Tenderer suffered from any of the following:</p> <ul style="list-style-type: none"> • failed to complete a contract on time, there has been a successful • claim for damages, damages have been deducted or recovered or • where the contract has been terminated? <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 | <p>Has the Tenderer received any court action against it (or where court action is outstanding) in the last three years?</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 | |
| a. | <p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an;</p> <ul style="list-style-type: none"> • Employment Tribunal, • An Employment Appeal Tribunal; or • Any other court (or in comparable proceedings in any jurisdiction other than the UK)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| b. | <p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” 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 |
| C | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 | Health and Safety | |
| a. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 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 last three years?</p> <p>The Authority will exclude 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 |
| c. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | <input type="checkbox"/> Yes <input type="checkbox"/> No |



APPENDIX 7 - 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

APPENDIX 8 - FORM OF CONTRACT

CONTRACT PARTICULARS

| | |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Date | |
| Tender Return Date | |
| Contract Commencement Date | [] (or such other period as shall be agreed in writing by the Nominated Officer) |
| Contract Period | [] (or such variation of the period as shall be agreed in writing by the Nominated Officer) |
| Contract Completion Date | The date that the Nominated Officer notifies the Contractor that the Services have been completed to its entire satisfaction |
| Target Completion Date | [] (or such other date as shall be agreed in writing by the Nominated Officer) |
| Price | |
| Moors for the Future Contract Reference | |

THIS CONTRACT is made the.....day of20

BETWEEN :-

- (1) The Peak District National Park Authority of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE (hereinafter called “**the Authority**”) of the one part; and
- (2) [] (company number []
whose registered office is at[] (hereinafter
called “**the Contractor**”) (VAT No. []) of the other part.

WHEREAS the Authority requires that the Services should be performed and has accepted a Tender by the Contractor for the performance of the Services

NOW THIS CONTRACT WITNESSES as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this Contract
viz:
Section 1: Project Objectives, Specification, Detailed Conditions and Form of Tender
Section 2: Information and Instructions for Submitting a Tender
Section 3: Definitions and Standard Conditions of Contract
Annexures

These documents together form the Tender request – []

2. In consideration of the Payments to be made by the Authority to the Contractor as hereinafter mentioned the Contractor hereby agrees and undertakes with the Authority to perform the Services in accordance with the attached Tender dated on the Tender Return Date with the following variations:
- a. All Services will be undertaken at the rates identified in the Tender;
 - b. The Authority will pay for the Services actually requested via an official Purchase Order form;
 - c. The Contract Commencement Date will be notified to the Contractor and will be clearly identified on the relevant Purchase Order form;
 - d. [Further variations]
3. The Authority hereby agrees and undertakes to pay to the Contractor the Payments in consideration of the performance of the Services in accordance with the terms of the Contract (subject to the above variations).
- 4 The Price is as set out in the Contract Particulars.
- 5 This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) “MoorLIFE 2020”.



SIGNED by the parties hereto or their authorised signatories on the day and year first above written.

.....Signed by an authorised signatory on behalf of

Peak District National Park Authority

(Signature of,
Peak District National Park Authority)

Signed on behalf of
[the Contractor]

.....
Director

.....
Director/Secretary

NOTE: This Contract will not be signed by the Tenderer until final acceptance of the Tender.