SPECIFICATIONS, DOCUMENTS & CONDITIONS OF CONTRACT FOR

INVITATION TO TENDER FOR MFF 85 2019-2020 HOLME MOSS WORKS

MFF 85 2019-20 Holme Moss Works Tender

Moors for the Future Partnership

Tender Return Date:
Before 1200 Friday 2nd August 2019

IT IS THE CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'S EMAIL SYSTEMS OR CONTRACTOR'S FAILURE TO CHECK THEIR EMAIL SYSTEM FOR CORRESPONDENCE RECEIVED FROM THE AUTHORITY ABOUT THIS TENDER. CONTRACTORS MUST NOTE THAT THE CURRENT MAXIMUM SIZE OF ANY EMAIL RECEIVABLE BY THE AUTHORITY IS 10MB. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ITS TENDER SUBMISSION IS RECEIVED BY THE AUTHORITY. CONTRACTORS ARE STRONGLY ADVISED NOT TO SUBMIT THEIR TENDER IMMEDIATELY BEFORE THE DEADLINE.

SECTION 1:

PART A: CONTRACT OBJECTIVES AND INFORMATION

1. The objectives of this Contract are to:
    a. Stabilise bare peat slopes with overhanging drip edges, and peat domes, such that they are less susceptible to erosion.
    b. Prevent further erosion of gullies leading into drip edges.
    c. Facilitate future re-vegetation (including sphagnum and vascular plug plant introduction).
2. Tenderers may tender for the whole works package as follows:
    a. Re-profiling of drip edges: approximately 1,200 linear metres (to be treated as Category 4 grips/gullies – see Section B Part 5a, below).
    b. Supply, transport onto site and application of 13,152 m^2 (20 bales) of geotextile plus 20,000 metal fixing pins onto the peat domes and the bare peat shoulders below the re-profiled drip edges.
    c. Construct up to nine peat dams at specific watercourses just above the drip edges, in order to retain water and reduce erosion of peat.
    d. Transport to work site and planting of 16,675 Sphagnum plugs in the identified blanket bog area above (northeast of) of the drip edges;
    e. Supply of 1289 KG lime and 516 KG NPK fertiliser, and transport to work site
    f. Transport of seed to the work site in March 2020 (132 KG seed to be supplied by MFFP);
    g. Hand spreading of Lime seed and fertiliser to 13,152 m^2 of geotextile covered re-profiled or bare peat in March 2020;
    h. Transport to work site and planting of total 3250 no. sedge or dwarf shrub plug plants into the shoulders of bare peat below re-profiled drip edges. (MFFP to supply Plug plants);
3. Please refer to Section 1 Part B for quantities and outline specification. Detailed Works Specifications are included in Appendices 1 to 6;

4. Please refer to Map 2 for the locations of the works areas, and Appendix 7 for images of the drip edges and peat shoulders.
5. Tenderers are requested to provide rates for all aspects of the Works.
6. The Authority will provide the successful Contractor with GIS files and detailed maps of the specific Works locations.
7. The Works include 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).
    b. The application of geotextile at the Works Site to the standard specified by the Authority.
        I. ***Note that the geotextiles should be applied to any specific peat slope as soon as is reasonably practicable after the machine re-profiling work has taken place above it. This is to minimise erosion of loose soil mobilised by the re-profiling.***
        II. Therefore, the geotextile-laying team will follow the machines along the works site.
    c. The soil depth at these locations has not been tested and therefore the final quantity has yet to be confirmed. The Nominated Officer will confirm which of these dams are to be constructed, before the works commence.
    d. Breaking and re-instating a 3m length of wire fence (adjacent to a road layby) to allow for Machine access.
        I. Netting or similar must be used to close off the fence temporarily after each access/egress until a permanent repair can be made at the end of the Works.
    e. The collection, removal from Site and responsible disposal of all waste material.
    f. Providing a GPS record of the Works to the Authority upon completion.

g. Providing Carbon Audit and Socio-Economic Impact data to the Authority upon completion.

8. Liquidated Damages

a. 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 Contactor to comply with its obligations.

b. In the event that the Works are not completed by the Target Completion Date (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 such 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 whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

9. Defects Liability

a. The Defects Liability Period in respect of the Works shall be as set out in the Form of Contract.

b. The Authority shall have the right at any time during the Works and the Defects Liability Period, to inspect the Works, make representations and require remediation in accordance with the Conditions.

PART B: WORKS SPECIFICATION

1. TIMING OF PROJECT DELIVERY:

a. Works Commencement Date: 1st September 2019 (subject to end of bird breeding season);

b. Sphagnum plugs will be available from 02 September 2019; the works should be programmed considering this;

c. Dwarf Shrub/Sedge plug plants and seed for hand LSF (Supplied by MFFP) will be available from 02 March 2020 and should be planted by 31 March 2020; the works should be programmed considering this;

d. LSF should be applied in March 2020.

e. Works Completion Date: 31st March 2020;

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

2. QUANTITIES

a. Re-profiling of drip edges:

I. Approximately 1,200 linear metres (to be treated as Category 4 grips/gullies – see Part 5a, below).

b. Geotextile application:

I. 13,152 m^2 geotextile; this equates to 20 bales;

1) each bale weighs approximately 342 kg when dry (but substantially more when wet)

2) each bale contains eight cuts

3) each cut measures 68.5 linear metres of 1.2 metre width material and weighs approximately 43 kg when dry

4) therefore each cut will cover 82.2 m^2, and each bale will cover 657.6m^2 (rounded to 650m^2 for convenience and to allow for wastage and overlap).

II. 20,000 fixing pins, U-shaped and made from mild steel.

c. Peat dams:
    I. Up to 9 peat dams.
    II. Each in a Category 2 gully, i.e. watercourse measures up to 200 cm by 50 cm (definition of gully categories included in Appendix 2);
d. Planting of 16,675 Sphagnum plugs to be supplied by MFFP (anticipated from September 2019)
e. Supply and transport of sufficient lime and fertiliser to apply to 13,152 m^2 at rate of 4.9 Kg granulated lime and 1.96 Kg granulated NPK Fertiliser (10:30:15) **per 50 m^2.** Equivalent to total of:
    i. 1289 Kg of granulated lime;
    ii. 516 Kg NPK (10:30:15) fertiliser.
f. Transport to work site of sufficient seed to apply to 13,152 m^2 at rate of 0.5 Kg **per 50 m^2**, equivalent to total of 132 Kg seed;
    i. MFFP will supply the Contractor with Seed (anticipated 02 March 2020).
g. Hand spreading of Lime, Seed and Fertiliser on 13,152 m^2 of bare or re-profiled peat which has been covered by geotextile. To be applied at the following rates:
    i. 4.9 Kg of lime, 1.96 Kg NPK (10:30:15) Fertiliser; and 0.5 Kg seed **per 50 m^2**.
    ii. Contractor will be responsible for dividing the materials/weighing out into bags to ensure application at the required rates.
h. Planting of total no 3250 no. sedge and dwarf shrub plug plants into the shoulders of bare peat below re-profiled drip edges. Plug plants will comprise the following species, to be supplied by MFFP, anticipated 02 March 2020:
    i. 650 no. Eriophorum angustifolium (common cotton grass)
    ii. 650 no. Empetrum nigrum (crowberry)
    iii. 650 no. Eriophorum vaginatum (Hare's tail cotton grass)
    iv. 650 no. Rubus chamaemorus (cloudberry)
    v. 650 no. Vaccinum myrtillus (Bilberry)
i. Please refer to Map 2 for the locations of the work areas.

3. ACCESS AND WORKS SITE DETAILS

a. The Works Site is located on Holme Moss. Please refer to Maps 1 and 2.

b. Access to the Works Site is from the layby at the summit of the A6024 at Holme Moss. Pedestrians may use the stile to access the moor. A wire fence must be broken and subsequently re-instated to allow for Machine access.

    I. Netting or some similar measure (approved by the Nominated Officer) must be used to close off the gap in the fence immediately after each access or egress, to prevent unauthorised access to the Site. A permanent repair must be made immediately after the Machinery has left the site for the last time or at the completion of the Works or at the direction of the Nominated Officer (whichever is the earliest) to the reasonable satisfaction of the Nominated Officer.

c. The Works Site is in Open Access land (pursuant to CRoW Act 2000).

d. Contractor access is to be restricted to daylight hours only during the Contract Period.

e. The Works Site is unsecured with access to the public. Equipment and Machines and tools may be left unattended or remain on the Works Site overnight at the Contractor's own risk, but only in locations to be agreed with by the Nominated Officer.

f. Fuel must not be stored at the Works Site. Fuel must be brought onto site as needed by a suitable tracked vehicle equipped with an appropriate fuel container and spill kit. The Contractor shall provide a Risk Assessment and Method Statement for refuelling.

g. There is no public vehicular access to the Works Site.

h. Machinery and Equipment movement on the Works Site should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Repeated tracking over the same ground must be kept to the minimum necessary to carry out the Works.

4. TRACKING OF MACHINERY TO WORKS LOCATIONS

a. Contractors are responsible for the tracking of all Machinery and Equipment to the Works Site.

b. Contractors can expect to track Machinery and Equipment up to 150m to reach the start of the Works Site, which extends a further 850m onto the hill.

c. Contractors should expect to cross waterlogged areas, gullies and stream channels to reach the Works Site.

d. When transporting Equipment and Materials to and from the Works Site the Contractor shall minimise damage to the ground surface.

e. All Equipment employed by the Contractor will be strictly low ground pressure tracked vehicles. Bog mats may be required in the works to minimise ground erosion, and the Contractor is expected to consider this as part of their Method Statement/Tender.

f. The Contractor will provide a Method Statement with their Tender return detailing their proposed method for tracking Machinery and Equipment to and from the Works Site.

g. The outline location of the proposed access route to the work sites is indicated on Map 3.

h. The methodology and proposed routes of all tracking of Machinery to the Works Site are to be approved by the Nominated Officer prior to the Works Commencement Date.

5. DETAILED SPECIFICATION FOR WORKS

a. The re-profiling Works will follow the Specifications laid out in **Appendix 1** of this invitation to tender. These are modified from the *MFF 07 2016-19 Peat Dam and Re-Profiling* specification, amended that drip edges (rather than gullies) are being re-profiled. For the purposes of pricing and planning these works, the drip edges can be considered as Category 4 gullies (as defined in **Appendix 2**).

b. The peat dam construction works will follow the Specifications laid out in **Appendix 2**, based on the *MFF 07 2016-19 Peat Dam and Re-Profiling* Specification.

c. The geotextile application Works will follow the Specifications laid out in **Appendix 3**.

d. Sphagnum plug planting will follow specifications included **Appendix 4**, based on *MFF 36 Plug and Clump Planting 2017-21* Specification;

e. Terrestrially hand spread LSF will be undertaken in accordance to specification included in **Appendix 5**.

f. Dwarf shrub and sedge plug planting will be undertaken in accordance to specification included in **Appendix 6**, based on *MFF 36 Plug and Clump Planting 2017-21* Specification.

g. The section of fence repaired must be to British Standard BS 1722-2:2006. If a new post is needed, it must be fully peeled and tanalised (if softwood). It may be driven or dug in, but concrete must not be used to secure it. All waste materials, including the temporary netting, must be removed from site and disposed of responsibly.

h. In the event of uncertainty over the location, method of construction, or what is required with regard to any aspect of the works, the Contractor must obtain clarification from the Nominated Officer.

6. COLLECTION AND REMOVAL OF WASTE MATERIAL

a. The Contractor is responsible for collecting and removing all Waste Material from the Site in accordance with the Conditions (available on request).

b. Persistent failure to prevent Waste Material from blowing over the Site and adjoining areas may result in termination of the Contract.

7. GIS DATA PROVISION AND DATA COLLECTION

a. The Authority will supply the Contractor with GIS data of the drainage systems to be blocked with peat dams at the Works Site.

b. The Contractor will be expected to be able to use the GIS data to find the location of other the drainage systems at the Works Site.

c. The Contractor will record GIS data of the constructed peat dams

d. The Contractor will record GIS data of the location and quantities of geotextile application

e. The Contractor will record GIS data of the location and quantities of the LSF applied at the site.

f. The Contractor will record GIS data of the location (as areas) and quantities of Sphagnum plugs planted.

g. The contractor will record GIS data of the location (as areas) and quantities of plug plants planted at the Works Site.

h. All GIS data will promptly be provided by the Contractor to the Nominated Officer on the Works Completion Date or such other date required by the Nominated Officer in such form as is reasonably required.

8. QUALITY CHECKS AND SITE VISITS

a. The Nominated Officer or another member of MFFP staff will carry out a number of site visits to the Works to carry out quality and schedule monitoring.

b. 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.

c. The Tenderer must satisfy itself that it possesses the necessary skill, equipment and manpower to carry out the works to the required specification at the Works Site.

9. PRODUCTION OF CONSTRUCTION PHASE PLAN AND MANAGING HEALTH AND SAFETY DURING THE WORKS

a. The Works are subject to the CDM Regulations 2015.

b. The Authority will provide the Contractor with a Pre-Construction Health and Safety Plan prior to the commencement of the Works.

c. 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.

d. The Contractor will be responsible for managing Health and Safety during the works as the Principle Contractor, including (but not limited to) controlling risks to members of the public.

e. The Contractor will adhere to Method Statements, the Construction Phase Plan and all Health and Safety material to ensure safe delivery of the Works.

10. INVOICES

a. The Contractor shall prepare and issue invoices for payment in the format and instructions required by the Nominated Officer to reflect the requirements of the stakeholders of the Project. Invoices that do not comply with such instructions shall not be paid. Invoices must be provided promptly and in accordance with the funding requirements of the Project.

b. 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.

c. The invoice must include all such other details, specified by the Authority, to meet funding requirements. Failure to do so will result in a request by the Authority for a re-submitted invoice with the required information on it. This may delay payment.

11. FOREMAN

a. 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.

12. DAILY LOG

a. 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:

   I. the name of the relevant Site;

   II. a map with a shaded area showing the approximate location(s) of

      i. Works undertaken on the Site(s)

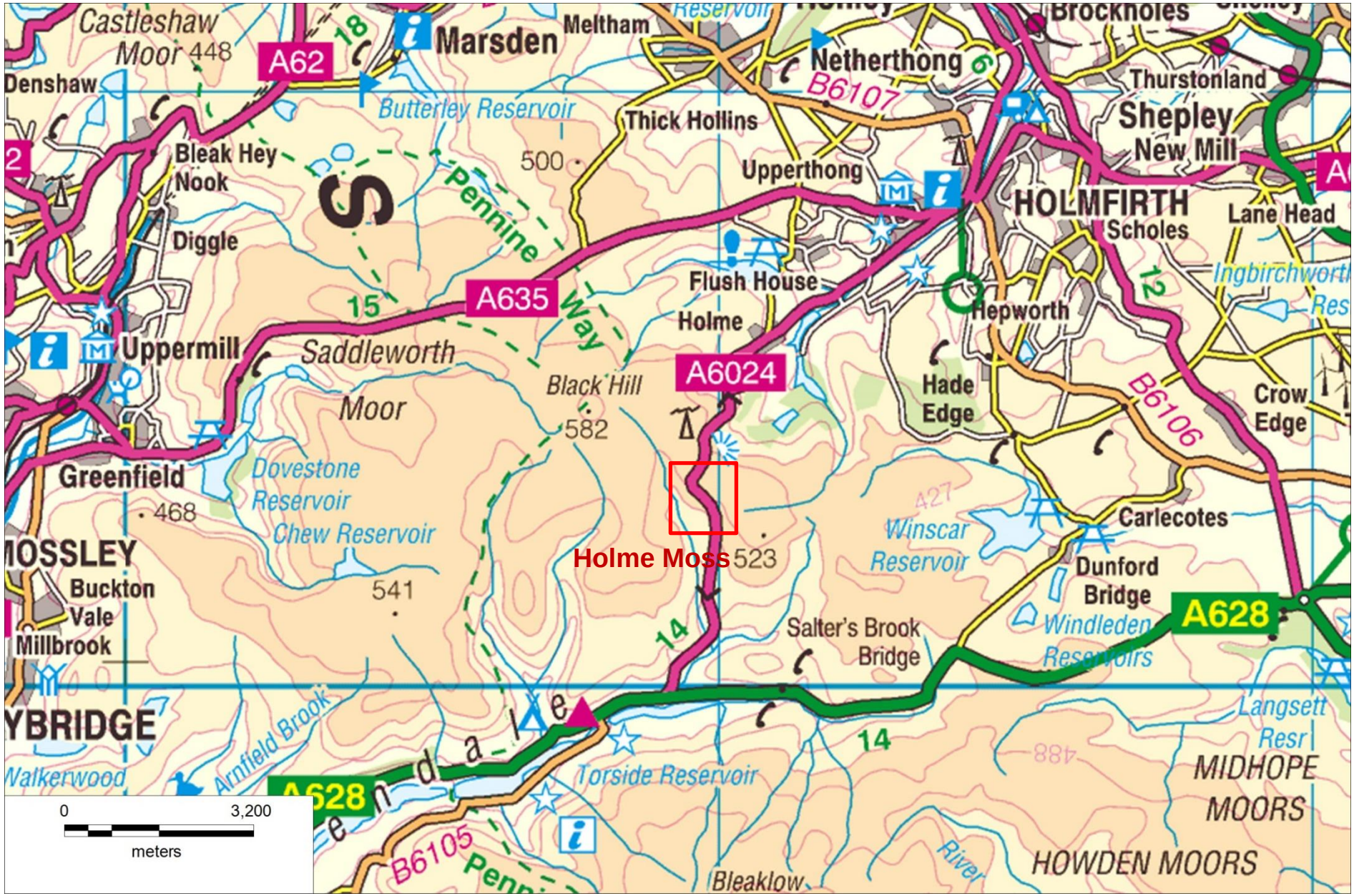
      ii. Quantities of materials applied to the Site(s)

   III. The reason for any inactivity regarding works or materials. and

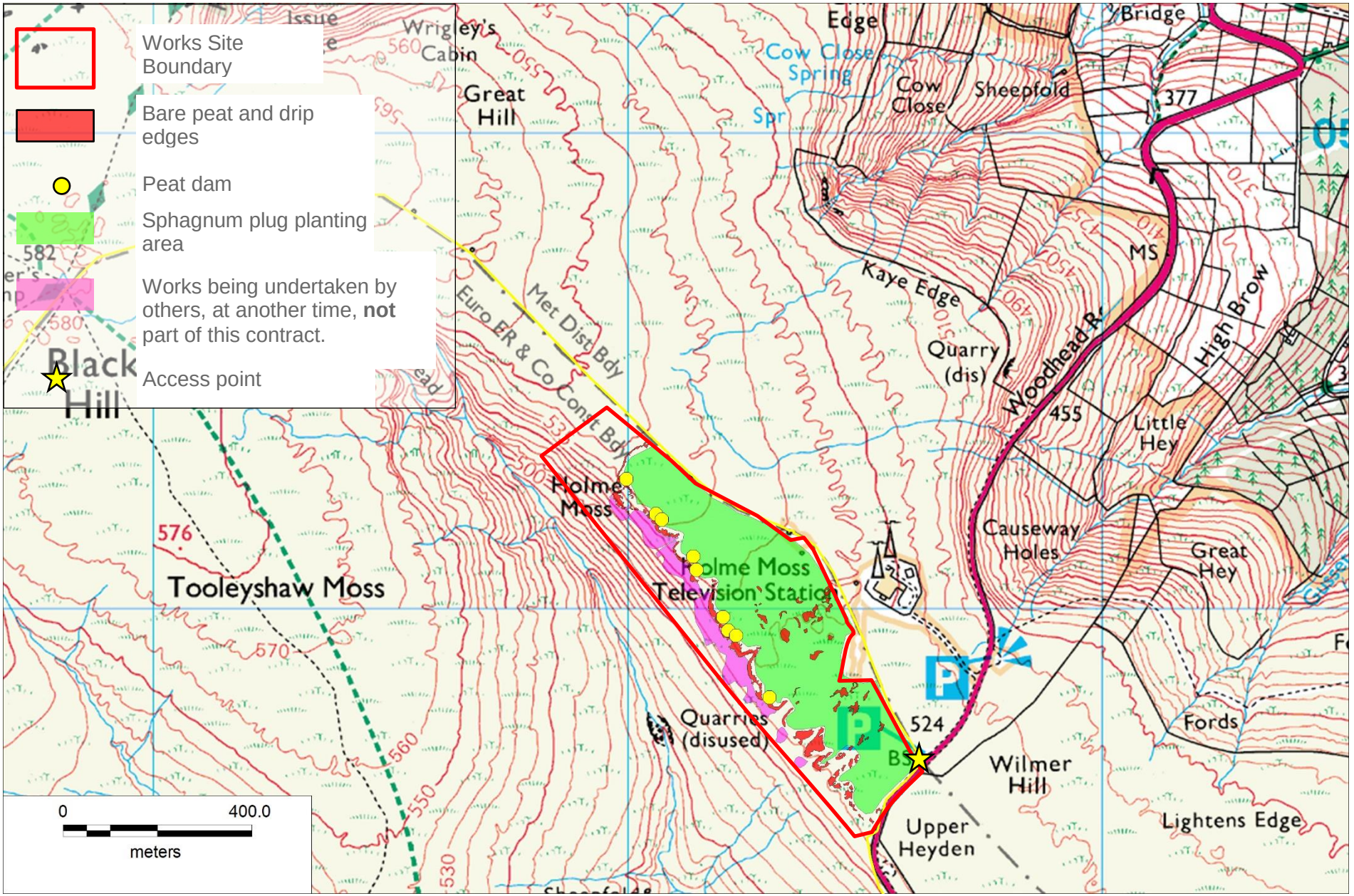
IV. Brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts and any event reportable under RIDDOR (and defined therein).

b. The Nominated Officer shall provide the Contractor with a suitable template for the Daily Log. The Contractor may use their own format instead with the prior approval of the Nominated Officer.

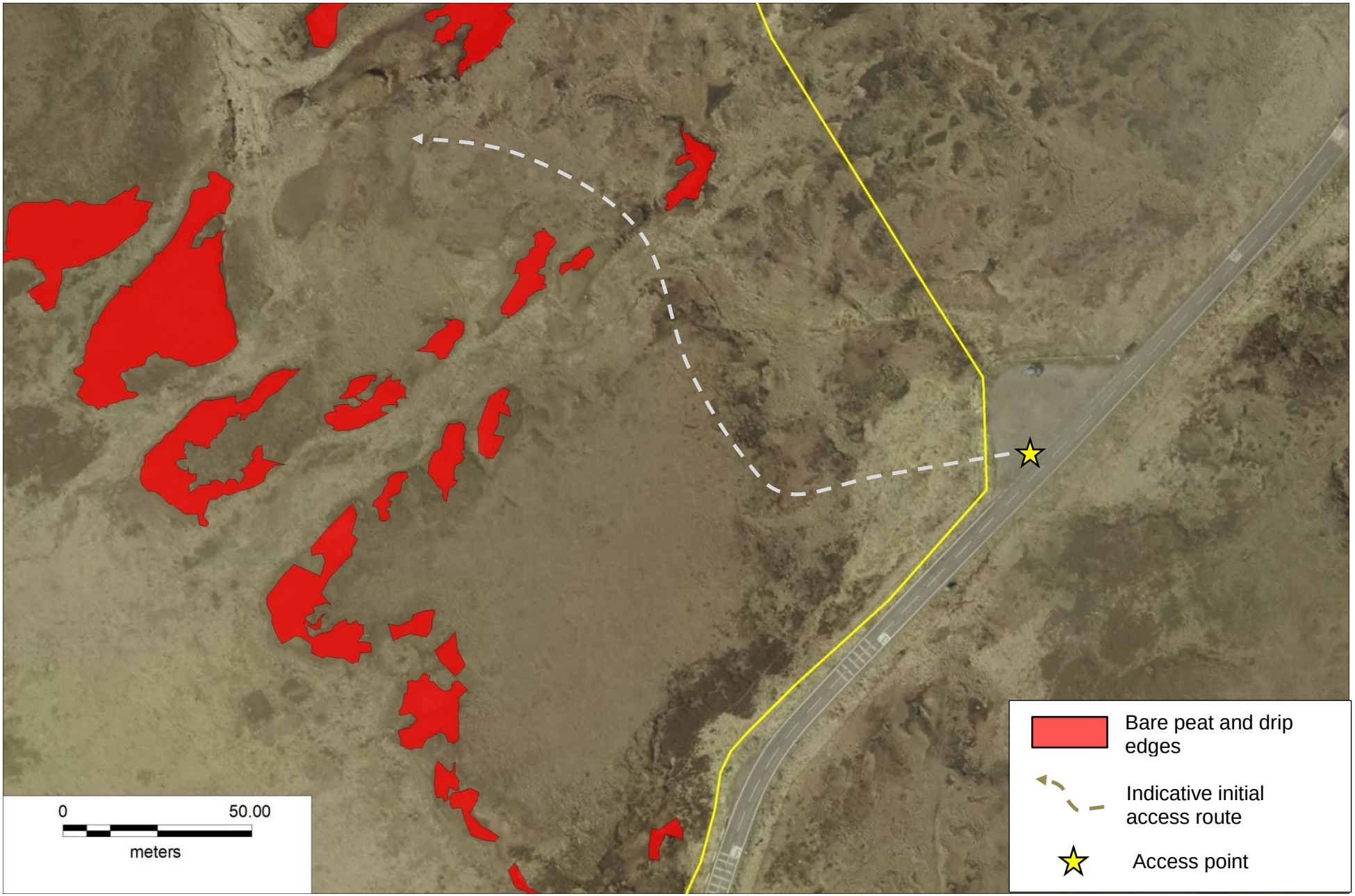
Map 1: Location of Holme Moss Works Site



Map 2: Overview of Holme Moss Works Site



Map 3: Proposed initial machine tracking route



PART C: ITEMISED COSTS

Please provide costs and details for the items below.

1. General Items and Preliminaries				
	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 (£5,000,000).	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		
	Details of welfare facilities to be provided:			
1.7	Provision of GPS record of Works (to the specification as outlined in Section 1 Part B of this tender)	item		
1.8	Provision of Carbon Audit data (see Standard Conditions)	item		
1.9	Provision of Socio-Economic Impact data collection (see Standard Conditions)	item		
1.10	Any additional items required to meet contractual requirements:			
	TOTAL CARRIED FORWARD TO COLLECTION:			

2	Make/model and description of vehicles and machinery used (including gross weight in tonnes, proposed tracks and ground pressure in psi). Description only, no prices/rates carried forward
2.1	
2.2	
2.3	

3. Tracking and re-profiling costs					
	Work required	**Unit**	**Anticipated Number of days to complete (days)**	**Day rate (total for all staff plus machines) (£ per day)**	**Total Cost (£) ex VAT**
3.1	Tracking onto and off work site	item	-	-	
3.2	Provision of sufficient bog mats (or similar) required for access and movement, for duration of machine works.	item			
3.2	Re-profiling of approximately 1200m (linear metre) drip edge (as per Category 4 grip/gully – see Section B Part 5a)	Day rate			
	TOTAL CARRIED FORWARD TO COLLECTION:				

4. Re-fuelling					
	Work required	**Unit**	**Quantity**	**Rate per Unit (£)**	**Total Cost (£) ex VAT**
4.1	Supply of fuel, tracking fuel bowser onto site, re-fuelling machine(s) and tracking bowser off site again (use the "quantity" box to specify the number of times this will be done throughout the course of the works). Including provision of all required spill and fire response materials and equipment.	Refuelling event			
	TOTAL CARRIED FORWARD TO COLLECTION:				

5. Ground works					
	Work required	**Unit**	**Quantity**	**Rate per Unit (£)**	**Total Cost (£) ex VAT**
5.1	Peat dam construction in "Category 2" gully	dam	9		
5.2	Geotextile application, Including supply and delivery of geotextile & fixing pin, transportation to work site locations, installation and removal of waste.	1 bale of geotextile + 1000 pins (approx. 650 m^2 ground cover)	20		
5.3	Breaking and re-instating a wire fence at the Access Point to allow for Machine access (including temporarily securing access point prior to permanent reinstatement and supply of all necessary materials)	item	1		
5.4	Hand application of LSF at required rates across geotextile covered areas: Including: Supply of Lime and NPK (10:30:15) Fertiliser. Seed supplied by MFFP. Transport of Lime, Fertiliser and Seed to works site. Hand	ha	1.3152 ha		

5. Ground works					
	Work required	**Unit**	**Quantity**	**Rate per Unit (£)**	**Total Cost (£) ex VAT**
	application of LSF at required rates (including any weighing/dividing/re-bagging required).				
5.5	Planting of sphagnum plugs (including receiving delivery, storage and transport of sphagnum plugs to work site)	Sphagnum plug	16,675		
5.6	Planting of plug plants (including receiving delivery from supplier, storage and transport of plug plants to work site)	Plug plant	3250		
	TOTAL CARRIED FORWARD TO COLLECTION:				

Grand Total		
	Item	**Total Cost (£) ex VAT**
1	General Items & Preliminaries	
2	*Machinery specification*	*Description only- No costs carried forward*
3	Tracking and Re-profiling	
4	Re-fuelling	
5	Ground works	
	TOTAL COST	

PART D: FORM OF TENDER

(To be completed by the Tenderer)

RELATING TO MFF 85 2019-2020 HOLME MOSS WORKS TENDER ("the Works")

We offer to execute the whole of the Works described in the Invitation to Tender for the rates set out in the Itemised Costs.

1. We confirm that we have not communicated and will not communicate with any person under any agreement or arrangement, the amount of this Tender and that the amount of this Tender has not been adjusted under any agreement or arrangement with any person.
2. We undertake to complete the Works within the timescale stated in the Invitation to Tender.
3. Unless and until the Form of Agreement is prepared, executed and completed we agree that any Purchase Order (which shall incorporate this Invitation to Tender and the Form of Tender) shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

The Tender should be submitted by electronic means if instructed by the Authority by 1200 on Friday 2nd August 2019.

Name of Tenderer:……

Of:…….. (if a limited company, please state address of Registered Office).

Signature..... (for and on behalf of the Tenderer)

Date…….....

SUB-CONTRACTORS

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

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

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

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

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

Sub-contractor Name and address	**Section or nature of Works to be sub-let**

Tender Return Checklist

☐	**Itemised Costs (Section 1C)–** please fill in all sections as required
☐	**Form of Tender (Section 1D)**
☐	**Tender Evaluation Form (Section 2)** Please explain how you will deliver the works to the timeframes set out and any information requested to aid evaluation of tender returns.
☐	**Methodology (Section 2)** please explain how you will deliver the works including number of staff, machinery and equipment to be used. Describe how you will do so to meet the objectives of the tender and how you will do so safely.
☐	**Tender Questionnaire (Appendix 9)**
☐	**Non-Collusive Tendering Certificate (Appendix 10)**

SECTION 2 –INSTRUCTIONS ON SUBMTTTING A TENDER AND TENDER EVALUATION INFORMATION

Tender Submission

1. **Invitation to Tender (ITT)**
   The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Works.
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. **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. Any queries concerning the information contained in this specification should be sent to: Chris.Pembroke@peakdistrict.gov.uk and cc'd to Gareth.Roberts@peakdistrict.go.uk. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this request. Please be aware that your query, together with our response may, to ensure transparency and fairness, be passed to other framework contractors on an anonymised basis.
5. **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.
6. **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.
7. **Submission of Tender**

Tenders must be submitted by e-mail to Tenders@peakdistrict.gov.uk by [1200 Friday 2nd August 2019]

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

TENDER MFF 85 2019-2020 HOLME MOSS WORKS

All attachments must be in .pdf file format.

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

7.1. 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.

7.2. The Tender shall be made on the Form of Tender at Section 1 Part D. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

7.2.1.a. Tender Questionnaire at **Appendix 9** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to in it.

7.2.1.b. Non-collusive tendering certificate at **Appendix 10** signed on behalf of the Tenderer and submitted to us in pdf format;

7.2.1.c. Details of any part of the Works to be sub-contracted;

7.2.1.d. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;

7.2.1.e. Any other information requested in the ITT.

7.3. 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.

7.4. 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.

7.5. No tender received after the deadline for receipt of tenders stipulated above shall be considered under any circumstances.

7.6. 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.

7.7. The successful Tenderer will be required to enter into the Form of Contract available on request.

7.8. 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.

8. Basis of Tender

8.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.

8.2. 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.

9. Sub-contracting

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.

10. Confidentiality

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

11. Transparency

11.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Authority to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the contractor; the date on which the contract was entered into; the value of the contract; and whether the contractor is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

11.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.

12. Tender Evaluation Information

12.1 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.

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

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

- Price (25% of the total score value):
    - 25 x (Lowest Tender Price)÷(Tenderer X's Price)
- Quality criteria (75% of the total score value):
    - Criteria 1 – 30% - Capacity of the Tenderer to deliver the works in a time critical manner and provide a detailed Program of Works demonstrating how they are going to do so.
    - Criteria 2 – 45% - Method Statement documentation, detailing appropriate machinery regarding access restrictions and ground conditions.

Criteria	Weighting	Evaluation Criteria
Price	25%	25% x (Lowest Tender Price)÷(Tenderer X's Price)
Quality Criteria 1 (see table below)	30%	6 x score (see table below)

Quality Criteria 2 (see table below)	45%	9 x score (see table below)

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

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).

Tender Evaluation Form

Quality Criteria 1 Capacity of the Tenderer to deliver the works in a time critical manner and provide a detailed Program of Works demonstrating how they are going to do so.	
Expected Start Date	Assume start date of **1st September 2019** (subject to end of bird breeding season
Number of Days to complete Job	
Expected Finish Date	
Milestone 1: Drip edge re-profiling Completed	
Milestone 2: Peat Dams Completed	

Milestone 3: Placement of Geotextile Completed	
Milestone 4: Sphagnum Plug Planting Completed	
Milestone 5: Hand LSF Application Completed	
Milestone 6: Dwarf Shrub and Sedge Plug Planting Completed	
Works Completion Date	All works to be completed by **31 March 2020**
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)	

Please provide list of any relevant documents submitted as part of the tender return in support of this quality criteria. (Filenames/ Titles/ Page numbers etc.)	

Quality Criteria 2 – Method Statement documentation detailing appropriate machinery regarding access restrictions and ground conditions.	
Please either include text here OR identify the relevant documents submitted as part of the tender return. (Filenames/ Titles/ Page numbers etc.)	

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.

APPENDIX 1: SPECIFICATIONS OF WORKS- Reprofiling

1. Machine re-profiling (adapted from the Framework Tender MFF 07 2016-19 Peat Dam and Re-profiling Works)

1.1. Re-profiling should be undertaken along drip edges where the sides have exposed bare peat and:

1.1.1. are steep due to erosion, or;

1.1.2. are undercut with overhanging vegetation.

1.2. Re-profiling of drip edges should follow the process below (see also Figure A1-1).

1.2.1. Using an excavator bucket, vegetation situated on the top of the drip edge (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 driver of the excavator should keep the root structure of the resulting turf intact, in order to improve to increase the survival rate of the vegetation.

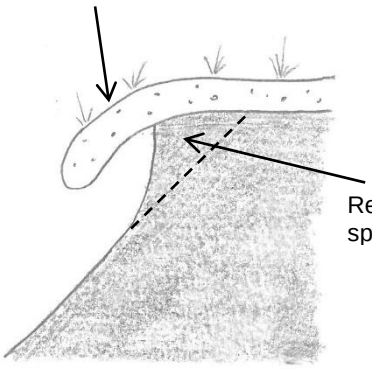
1.2.2. The exposed bare peat that forms the sides of the drip edge is then re-profiled to create a sloping bank that will support vegetation growth.

1.2.3. The vegetated turf that was previously removed from the top of the drip edge (or the overhanging vegetation) is placed over the re-profiled slope and firmed down with the excavator bucket.

Figure A1-1: Re-profiling specification (side view)

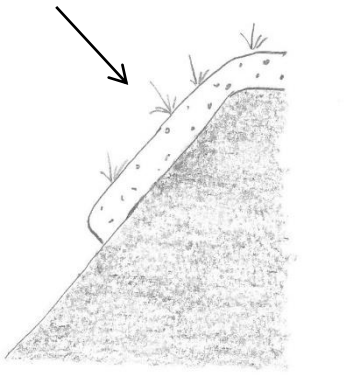
Before

Overhanging vegetation



After

Vegetated turves spread
over re-profiled drip edge



APPENDIX 2: SPECIFICATIONS OF WORKS- Peat Dam Construction

2. Peat dam construction (from the Framework Tender MFF 07 2016-19 Peat Dam and Re-profiling Works)

2.1. The Authority defines grips and gully systems into five categories, the dimensions of which are outlined below:

Grip and gully systems	Width (cm)	Depth (cm)
Category 1	Up to 100	Up to 50
Category 2	100–200	Up to 50
Category 3	200–300	Up to 100
Category 4	300–400	Up to 150
Category 5	400–500	Up to 250

2.2. For general peat dam placement:

2.2.1. Avoid cracked or eroded peat banks. Also, avoid scrub or highly tussocked vegetation.

2.2.2. Peat Dam construction should start as near to the top of the system as is reasonably practicable and progress downstream.

2.2.3. Average Peat Dam spacing shall be approximately every 7-8 metres, but will be adjusted according to the angle of the individual grip or gully (see Figure A2-1).

2.2.4. Peat Dams may be used where the gully width is no more than 4 meters, or the gully depth is no more than 1.5 metres. 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.

2.2.5. A pre-requisite for Peat Dams is that there is sufficient depth of peat on Site where the gully is situated to provide material to construct the Dam.

2.2.6. 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 and, preferably, from within the relevant ditch itself.

2.2.7. Although the Nominated Officer may give guidance on the construction of the Peat Dams, the Contractor remains responsible for the standard of construction.

2.3. The construction of Peat Dams should follow the process below.

2.3.1. 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.

2.3.2. 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 Figure A2-2). This is done to ensure the Peat Dam will be fully keyed-in to the landscape and thereby prevent erosion at the gully edges.

2.3.3. 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.

2.3.4. The plugs are tamped down using the heel of the excavator bucket to make a watertight seal.

2.3.5. Additional plugs of peat are dug systematically from the bottom and sides of the gully upstream of the block location where vegetation was removed in the step 2.2.1. 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.

2.3.6. 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 Figures A2-3 and A2-4). This will be aided via a turf-lined spillway, or through creating a shallow depression in the vegetation by pressing the ground with the digger bucket. The depression should be on the lower side of the gully and upstream of the dam wall (see Figure A2-3).

2.3.7. The top and front (downslope) face of the Peat Dam is re-vegetated using the previously removed turves, in order to prevent oxidation and erosion of the peat (see Figure A2-4).

Figure A2-1: Peat dam spacing

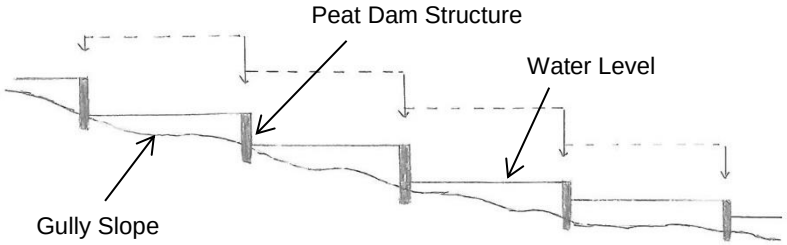


Figure A2-2: Peat dam construction, face view

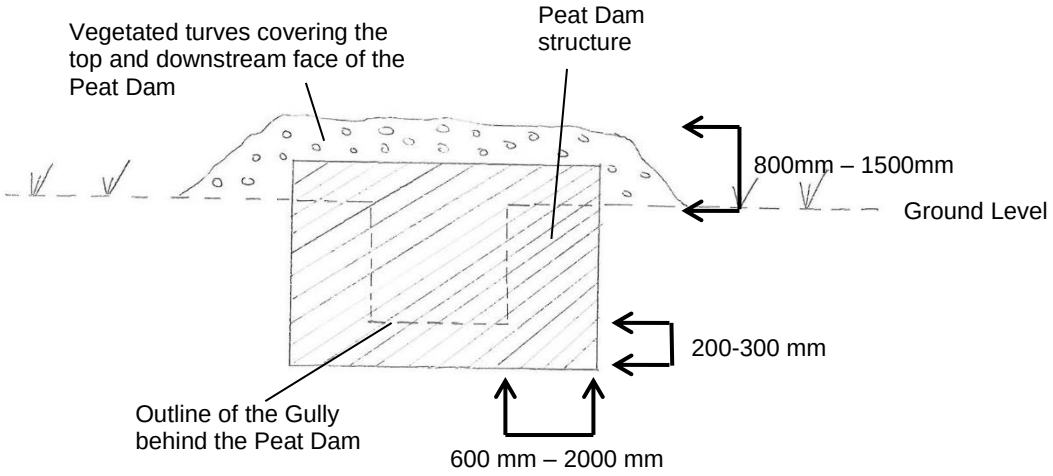


Figure A2-3: Peat dam construction, plan view

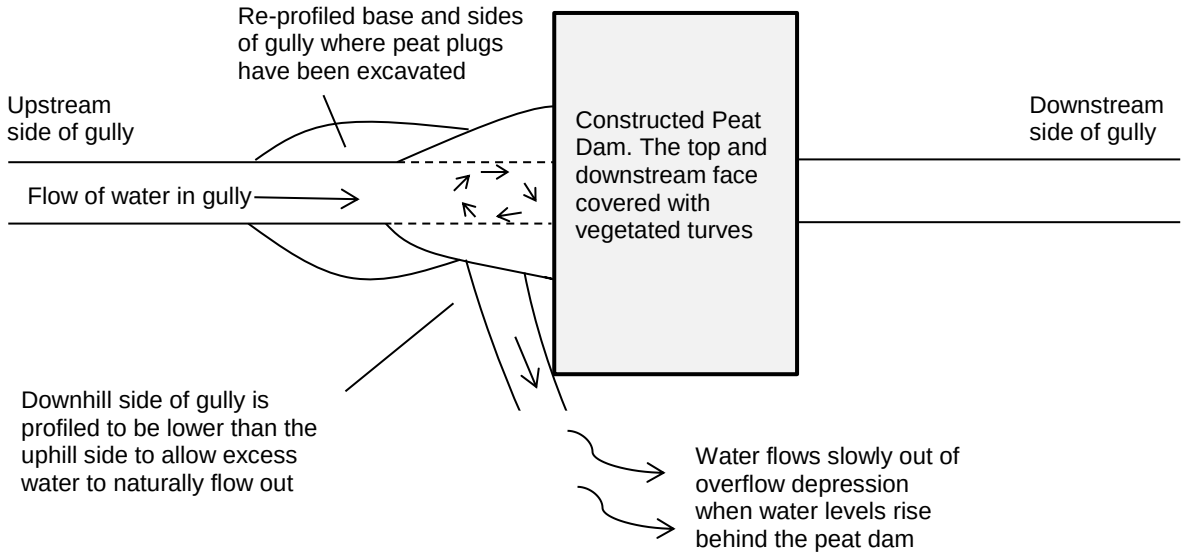
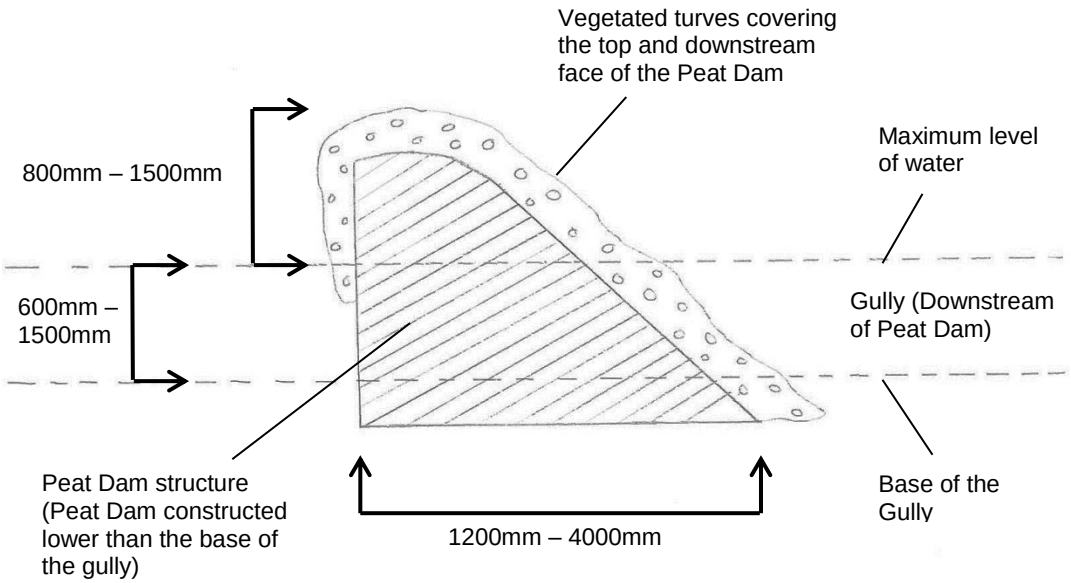


Figure A2-4: Peat dam construction, side view



APPENDIX 3: SPECIFICATIONS OF WORKS- Geotextile Application

3. Geotextile application

3.1. The Contractor is required to apply the Material over the areas of bare peat around the Works Site in the manner demonstrated by the Nominated Officer to the Foreman on the first day of Works. This information will include how to apply it. The Contractor must then apply the rest of the Material in accordance with the methodology set down below, to a standard required by the Nominated Officer.

3.2. The application of geotextile should follow the process below.

3.2.1. One length (cut to an appropriate size) of the geotextile will be fixed using the Fixing Pins (see clauses 3.2.5 and 3.2.6, below) securely and approximately horizontally along the peat shoulder immediately below any vegetation, if present.

3.2.2. Subsequent lengths of geotextile will be fixed immediately below and parallel to the first length, so far as is reasonably practicable, until the bare peat has been covered. (Note: this is in contrast to historic tenders, in which only a single length was applied).

3.2.3. Small areas of overlap are acceptable but each length must be secured by its own fixing pins, i.e. no pin must bear the weight of two pieces of geotextile.

3.2.4. Geotextile must be stretched out to its full width before securing.

3.2.5. Each length of the geotextile will need to be secured with a minimum of 1 Fixing Pin every metre along the top edge, one Fixing Pin every 2 metres along the bottom edge and 3 Fixing Pins at each end of a length (top, middle and bottom). See Figure A3-1. The Authority acknowledges that such linear requirements may not be possible and the Contractor should take into account the prevailing conditions at the Work Site which may dictate that positioning of the Fixing Pins may need to be altered to suit the individual circumstance.

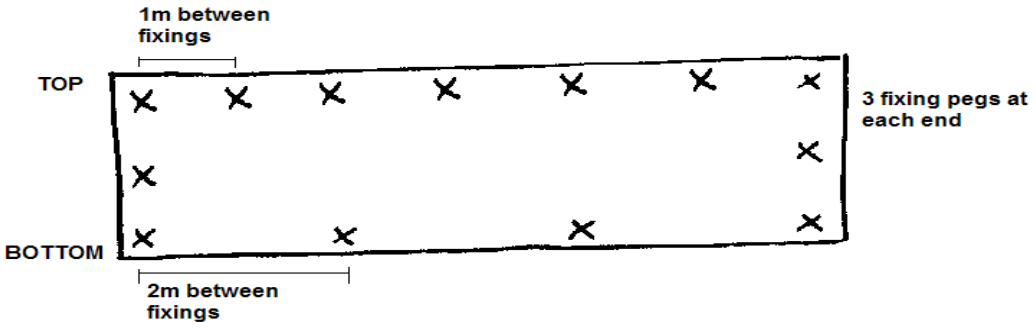
3.2.6. Fixing Pins are to be driven fully in so they are flush with the ground.

3.2.7. Where there are peat pipes exiting from the gully wall the Contractor must cut the geotextile round the peat pipe so that the water flowing out does not displace the

geotextile. Peat pipes can be identified by the wet areas around a single spot on the gully side.

3.2.8. Where there are small side gullies, the geotextile must be cut and fixed to each side of the small gully and not hung across the mouth of the small gully. This is again to prevent the geotextile from being displaced by water.

Figure A3-1: Application of geotextile and fixing pins



APPENDIX 4: SPECIFICATIONS OF WORKS- Sphagnum Plug Planting

4. Sphagnum Plug planting

4.1. Sphagnum Plug Care Guidelines

Upon delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the Sphagnum Plugs.

- Sphagnum Plugs will be delivered in Bundles of 20 Sphagnum Plugs wrapped together in one bundle with cling film (see Photo A4-1 below).
- Each Bundle will weigh around 0.25kg.
- Bundles will be placed in crates of 600 for delivery.
- Crates are stackable with dimensions of 400x600x150mm.

Storage and care of Sphagnum Plugs:

- Sphagnum Plugs should be kept in a cool, sheltered location with some natural sunlight (not in direct sunlight but also not in the dark).
- Sphagnum Plugs should not be allowed to freeze, therefore storing outside, especially at the planting site is not recommended during freezing temperatures.
- Sphagnum Plugs should be kept moist (whitening of plant branches indicates drying out) so it is recommended to keep them stored in the plastic bags that they are delivered in.
- Sphagnum Plugs should only be watered with rainwater (tap water will kill them).
- Sphagnum Plug Bundles should be stored and transported with care to avoid being squashed by the weight of other Plants on top; this is key during transportation to the planting site in rucksacks etc.
- Sphagnum Plugs should be kept out of reach of animals.

Photo A4-1: Sphagnum Bundle of 20 Plugs securely wrapped in clear film. Sphagnum Bundle is moist and vibrant green.

4.2. Sphagnum Plug Planting Guidelines

4.2.1. 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.

Photo A4-2: Example ideal sphagnum planting location.

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.

Photo A4-3: Example ideal vegetation cover to shelter sphagnum plugs.

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.

Photo A4-4: Example Sphagnum planting adjacent to stream channel

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.

Photo A4-5: Example Sphagnum planting adjacent to gully block

4.2.2. Sphagnum Planting

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

Photo A4-6: Example clump of Sphagnum plugs

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

Photo A4-7: Unwrapping example clump of Sphagnum plugs

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

Photo A4-8: Example of teasing unwrapped Sphagnum plug

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.

Photo A4-9: Example of pushing Sphagnum plug into peat using thumb

5. If the ground is firm use a dibber of approximately 1cm diameter. In this example we used a screw driver

Photo A4-10: Example of screwdriver used for dibber

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.

Photo A4-11: Example of screwdriver being used for dibber

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

Photo A4-12: Example of Sphagnum plug being inserted into hole created using dibber

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

Photo A4-13: Example of Sphagnum plug being heeled in using fingers

APPENDIX 5: SPECIFICATIONS OF WORKS- Hand LSF application

5. Hand Application of Lime, Seed and Fertiliser

5.1. Application areas

The Works Sites contain patches of bare peat and drip edges being reprofiled as part of these works which will subsequently have Geotextile (geotextile) applied to as part of these works. These areas require accurate spreading of LSF to maximise the efficiency of the Works as a whole.

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 LSF and spreading areas. The Authority will supply no physical markers on the ground to identify the Works shapes.

All bare peat within the Works shapes to which Geotextile has been applied must have LSF applied.

5.2. Supply of LSF

The Authority will supply the required quantity of Seed to be used for LSF. The Contractor is responsible for supplying the granulated lime and NPK (10:30:15) fertiliser

5.3. Transport delivery and storage of LSF materials

The transport and delivery of the LSF to the site access location and onto the works site is the responsibility of the Contractor.

The Contractor must ensure that all materials, including LSF, are packaged, stored and transported in such a manner to prevent damage from moisture or during handling.

No materials can be stored at the Site Access Point**.**

5.4. LSF Spreading methodology

The Contractor must ensure that the Materials are spread as soon as possible after they have been delivered to the works site.

The Contractor is required to spread the LSF over the areas of Geotextile 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).

LSF is to be spread evenly across the area with no clumps or lumps to the satisfaction of the Nominated Officer. Should water ingress have led to clumping of the materials, the Contractor, shall ensure clumps are broken down and the materials applied evenly across the target areas.

LSF is to be spread at the specified rate at the Works Site:

- **Lime 4.9 kg per 50 m^2**
- **Fertiliser (NPK 10:30:15) 1.96 Kg per 50 m^2**
- **Seed 0.5 Kg per 50 m^2**

5.5. Surplus or Shortages of LSF

In the event that there is not enough Geotextile covered areas on the Works Site on which to spread LSF then the Contractor must return the excess material to a designated location and notify the Nominated Officer of the quantities and location (including GPS co-ordinates).

In the event that there is not enough LSF to cover the Geotextile covered area in the Works Site then the Contractor must spread the Material to the required standard over as much of the Geotextile covered area as is practicable, and then place a marker flag in the centre of the remaining areas of Geotextile and GPS the location of the flag. The Contractor must notify the nominated officer of the areas to which LSF haven't been spread, including GPS co-ordinates.

APPENDIX 6: SPECIFICATIONS OF WORKS- Dwarf Shrub & Sedge Plug Care and Planting Specification

1. **Plug Plant Supply**.
   a. The Authority will be supplying the Plugs through a separate Contract with the "Supplier".
   b. Plugs will be delivered by the Supplier to the Contractor's chosen Delivery Site.
   c. The Nominated Officer will notify the Contractor when the Plants are ready for Delivery from the Supplier
   d. Organising Delivery of the Plugs to the chosen Delivery Site will be the responsibility of the Contractor. The Contractor will give the Authority at least 48 hours' notice of the Delivery of the Plugs to the Delivery Site.
   e. Dwarf Shrub Plugs will be a mixture of one or more of the following species;
      i. Common cotton grass (Eriophorum angustifolium)
      ii. Crowberry (Empetrum nigrum)
      iii. Bilberry (Vaccinium myrtillus)
      iv. Hares-tail cotton grass (Eriophorum vaginatum)
      v. Cloudberry (Rubus chamaemorus)
   f. Dwarf Shrub Plugs will be supplied in trays and should be stored and transported on trays (photo A6-1 below),).

Photo A6 1 Example Dwarf Shrub Plugs Supplied with a Peat Base in Plant Trays

2. **Plug Plant Care**
   a. On the date of Delivery the Contractor and the Delivery driver shall carry out an inspection of the Plugs. Upon agreement of the condition of the Plugs the Contractor must sign for the delivery and accept responsibility for the maintenance of the Plugs.
   b. Maintenance of the Plugs to the standard set out in the Plug Plant Care Guidelines (below) is of paramount and material importance to the performance of the Works. Therefore, upon Delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the Plugs to the standard set out in the Plug Plant Care Guidelines. Breach of this obligation will be treated as a material breach and subject to the provisions of Section 1 Part A Clause 8 (Liquidated Damages).

c. The maintenance of the condition of the 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 Plugs.
d. The Contractor shall provide with its Tender a brief Method Statement detailing provision for the maintenance of the condition of the Plugs following Delivery.
e. The Nominated Officer may inspect the Plugs at any time after the date of Delivery. In the event of any loss of Plugs the Nominated Officer may, at its option replace such Plugs at the cost to the Contractor or reduce the Planting Costs to reflect the actual amount of Plugs being installed.

3. Planting Specification

a. **General specifications**

i. Planting shall be in accordance with the specifications below or in accordance with the Nominated Officer's instructions.
ii. Plugs should be planted in the areas identified on the Work Site Location maps.

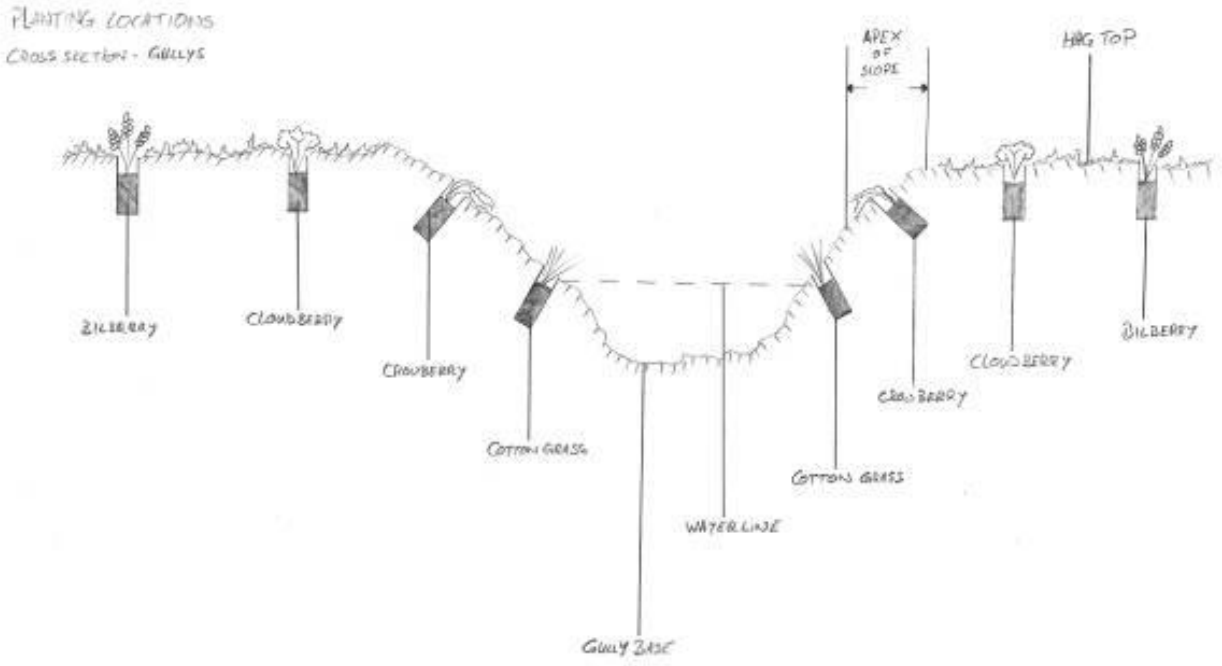
2. Dwarf Shrub Plug Planting Specifications - General

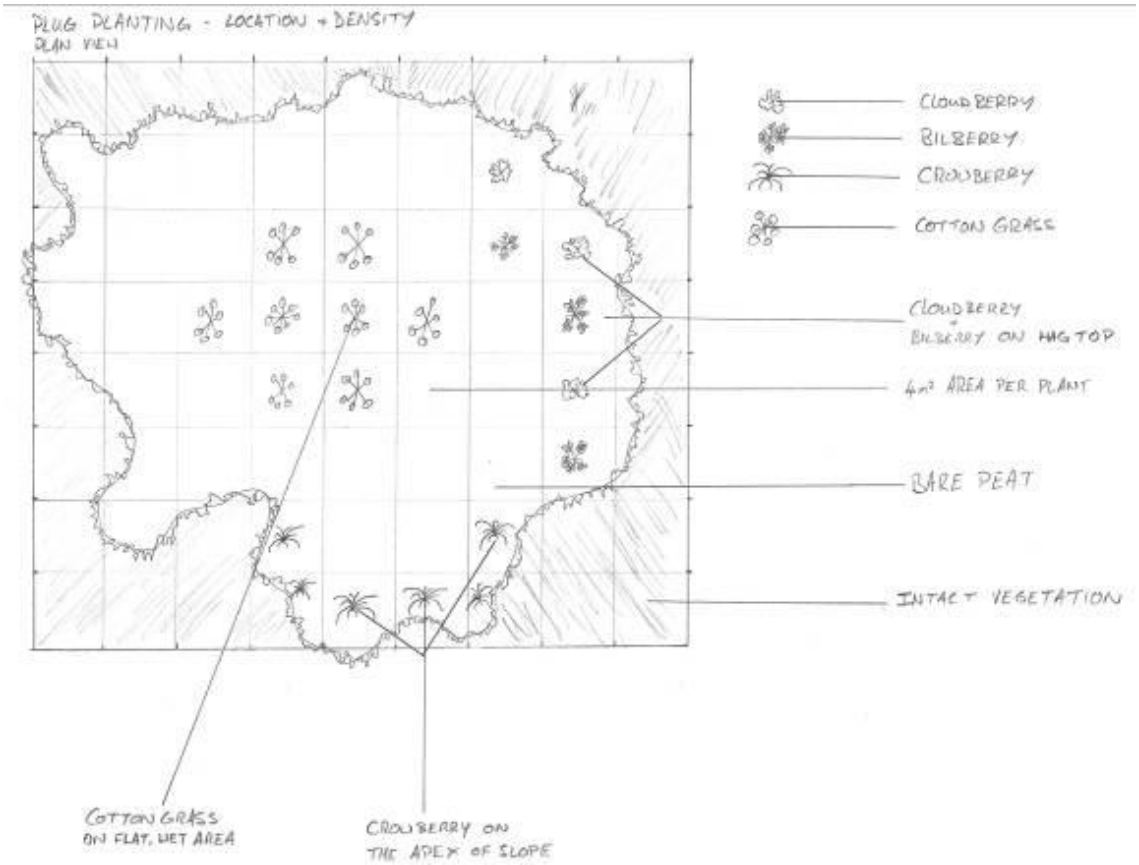
a. Planting shall be in accordance with the specifications below or in accordance with the Nominated Officer's instructions.
b. Dwarf Shrub Plug Plants must be planted within the Planting Areas identified on the Work Site Location Maps which will be provided with each Works Plan.
    i. Individual locations of plug planting are NOT identified on the Location Maps
    ii. Typical individual locations will be agreed on the Works Site with the Nominated Officer prior to planting.
c. The planting density is approximately one plant per four square metres.
d. 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 below or in accordance with the Nominated Officer's instructions.
    i. Bilberry & Cloudberry should be planted on hagg tops;
    ii. Crowberry should be planted at the apex of, and around, slopes; and
    iii. Cotton grasses should be planted on flatter, wetter areas such as peat pans, behind dams or along the waterline of gullies.

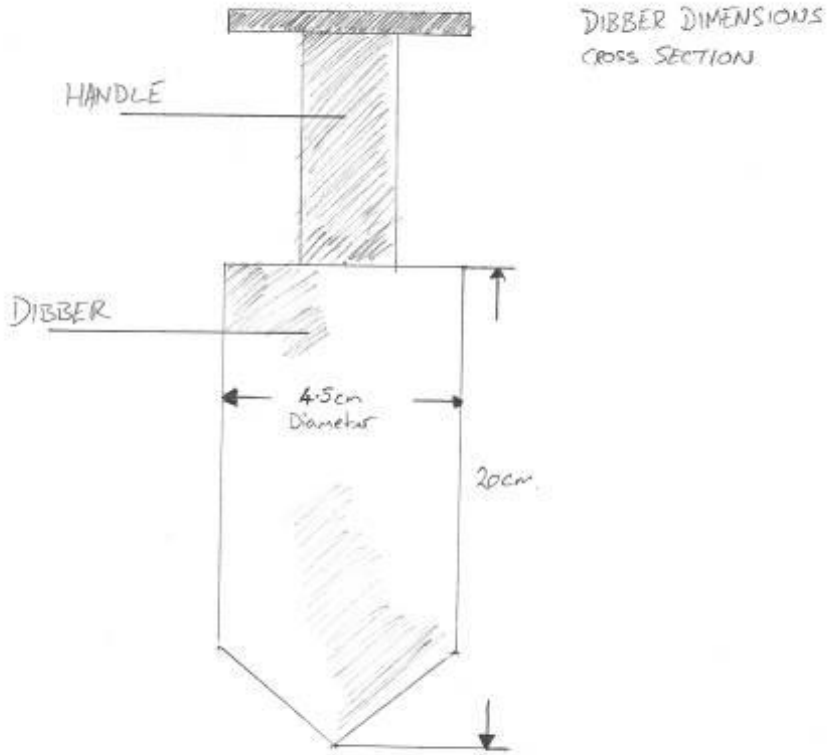
3. Plug Planting methodology

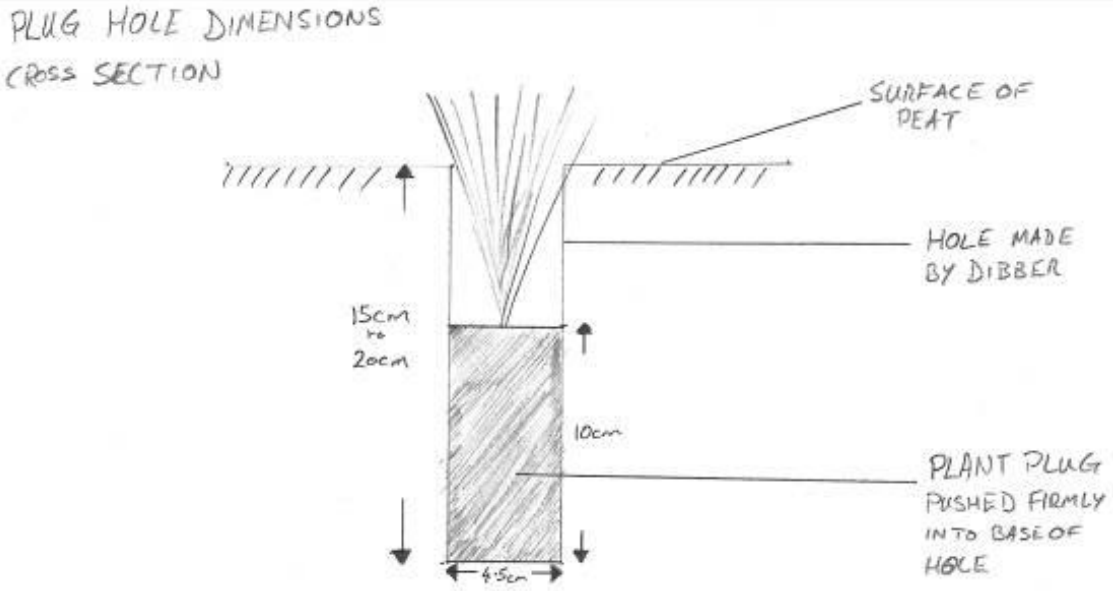
a. Using a dibber of 45mm in diameter and 200mm in length, make a hole in the peat that is 150mm – 200mm deep. The hole must be at least this deep to prevent the Plug Plants from being dislodged by frost heave.
b. Once the hole is made, remove the Plug Plant from the tray and remove the wrapping from the Plug Plant.
c. Tease the roots out from the compacted Plug Plant.
d. 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.

Once the Plug Plant is firmly in place the peat around the hole should be firmly heeled in round the plant.


PLANTING LOCATIONS
CROSS SECTION - GULLYS
APEX OF SLOPE
HAG TOP
BILBERRY
CLOUDBERRY
CROWBERRY
COTTON GRASS
WATER LINE
GULLY BASE
CROWBERRY
CLOUDBERRY
BILBERRY
COTTON GRASS


PLUG PLANTING - LOCATION + DENSITY
PLAN VIEW
CLOUDBERRY
BILBERRY
CROWBERRY
COTTON GRASS
CLOUDBERRY BILBERRY ON HAG TOP
4m² AREA PER PLANT
BARE PEAT
INTACT VEGETATION
COTTON GRASS ON FLAT, WET AREA
CROWBERRY ON THE APEX OF SLOPE


DIBBER DIMENSIONS
CROSS SECTION
HANDLE
DIBBER
4·5cm
Diameter
20cm


PLUG HOLE DIMENSIONS
CROSS SECTION
SURFACE OF PEAT
HOLE MADE BY DIBBER
15cm to 20cm
10cm
PLANT PLUG PUSHED FIRMLY INTO BASE OF HOLE
4·5cm

APPENDIX 7: IMAGES OF DRIP EDGES AND BARE PEAT SHOULDERS

Image A7-1 Example of drip edges and bare peat shoulders on site

Image A7-2 Example of drip edges and bare peat shoulders on site

APPENDIX 8: HAZARDS ASSOCIATED WITH THE WORKS

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

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

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

1. <u>Potential Hazards to: Contractor</u>

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

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

1.2. Site Access – Prevention of damage to infrastructure (including road and path surfaces)

Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided. Contractor to detail method of ensuring that there is no damage done to the existing road or footpath surfaces during the course of the construction work.

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

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

1.4. Use of Site – members of public

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

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

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

1.6. Working – Hazardous weather

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

1.7. Working – Remote Upland Locations

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

1.8. Working – On or adjacent to steep slopes.

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

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

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

1.10. Control of noise and vibration

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

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

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

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

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

1.13. Materials Handling – Manual handling

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

1.14. Materials Handling – by machine / mechanised handling

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

1.15. Construction – Techniques

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

1.16. Construction – Manual / handwork

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

1.17. Construction – Mechanised / machine work

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

2. Potential Hazards to: Third Parties.

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

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

2.2. Site Access – Prevention of damage to infrastructure (including road and path surfaces)

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

no damage done to the existing road of footpath surfaces during the course of the construction work.

2.3. Use of Site – members of public

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

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

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

2.5. Working – Hazardous weather

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

2.6. Working – Remote Upland Locations

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

2.7. Working – On or adjacent to steep slopes.

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

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

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

2.9. Construction – Techniques

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

2.10. Construction – Manual / handwork

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

2.11. Construction – Mechanised / machine work

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

3. <u>Potential hazards to</u>: Water catchments areas; Common Grazing Land; Ecologically sensitive areas and SSSI's.

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

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

3.2. Pollution Control – re-fueling

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

3.3. Environmental damage, damage to adjacent land or structures.

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

3.4. Potential damage to Infrastructure.

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

APPENDIX 9: TENDER QUESTIONNAIRE

PEAK DISTRICT NATIONAL PARK AUTHORITY
MFF 85 2019- 20 Holme Moss Works
INVITATION TO TENDER (ITT)
OPEN PROCEDURE

Section 1	**Technical and Professional Ability**
1.1	**Relevant experience and contract examples** Please provide details of up to two contracts in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for such works should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. If you cannot provide examples see question 2.2

	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		

1.2	If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide below 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 2	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
2.1	Have you been subject to any action or conviction under the Modern Slavery Act 2015 ("the Act")?	Yes ☐ N/A ☐

Section 3	Additional Questions	
3.1	**Technical Capabilities**	
a	Has the Tenderer suffered from any of the following: • 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? (If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken). You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation	☐ Yes ☐ No
3.2	**Compliance with Equalities Legislation**	
a	In the **last three years**, has any finding of unlawful discrimination been made against your organisation by an; • Employment Tribunal, • An Employment Appeal Tribunal; or • Any other court (or in comparable proceedings in any jurisdiction other than the UK)?	☐ Yes ☐ No
b	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?	☐ Yes ☐ No

	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.	
3.3	**Health and Safety**	
a	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	☐ Yes ☐ No
b	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**? 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.	☐ Yes ☐ No

4. Self certification

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.

APPENDIX 10: NON-COLLUSIVE TENDERING CERTIFICATE

NON COLLUSIVE TENDERING CERTIFICATE

To Peak District National Park Authority

Dear Sir / Madam

- I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).
- I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

  1) enter into any agreement or agreements with any other person that they shall refrain from tendering to Peak District National Park Authority or as to the amount of any offer submitted by them; or
  2) inform any person, other than Peak District National Park Authority as part of this tender process , of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
  3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
  4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
  5) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.
  6) I/we hereby certify that I/we have not canvassed any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract , and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

- I/we further hereby undertake that I/we will not canvass any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.
- In this Certificate the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed	Signed
……	……
For and on behalf of	For and on behalf of
……	..……