

# **Moors for the Future Partnership Invitation to Tender for Framework Agreement**

## **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash**

**Tender Return Date: 10/11/2020 at 17:00**

Supply, delivery, airlifting and spreading of Bags of Heather Brash within the Peak District National Park and South Pennines Special Area of Conservation

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Please note that the Peak District National Park Authority has a new Tender Evaluation Process. Please refer to Section 2 to ensure that you supply all the required information. Not supplying the required information may result in your tender scoring low during the evaluation process.

MFF 104 2020-2024 Supply, Fly & Spread Heather Brash Framework

## **SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS**

### **PART A: CONTRACT OBJECTIVES**

1. This Invitation for Tender is to establish a Framework Agreement, the objective of which is the supply, delivery, airlifting and spreading of Heather Brash at Work Sites in the Peak District National Park, South Pennines Special Area of Conservation and West Pennine Moors for the purpose of stabilising and revegetating bare peat ("the Works").
2. Tenderers may tender for all aspects of the Works (i.e. supply, fly & spread) or for only the aspects of the work that they wish to be considered for:
  - i. Tenders for Heather Brash Supply only will be accepted
  - ii. Tenders for Heather Brash Spreading only will be accepted
  - iii. Tenders for Heather Brash Airlifting and Spreading only will be accepted
  - iv. Tenders for Heather Brash Supply, Airlifting and Spreading will be accepted
3. **Tenders for Airlifting only will not be accepted** as a separate framework agreement has been tendered for solely Airlifting work. Tenderers should fill out the relevant sections in PART D: Itemised costs to indicate the aspects of the Works that they wish to be considered for under the Framework Agreement. Detailed instructions on the tender submission requirements are outlined in Section 2 (Instructions on Submitting a Tender)
4. The Framework Agreement is for the period **11th November 2020 to 10th November 2024** ("the Framework Period"). This means that Tenderers are requested to provide indicative rates and supporting information to the Authority with their Tender return for evaluation. After evaluation, the Authority will notify Tenderers whether they have been appointed as Framework Contractors. During the Framework period, Framework Contractors will be requested to take part in mini competitions in accordance with the Authority's standing orders at appropriate intervals, once the Authority has defined a Works Plan for each Works Site. The Works Plan will contain specific information on Work Sites, quantities of Materials, Access routes and distances. This information will be passed to the Framework Contractors who will be asked to submit quotes to deliver the specific Works. The Framework and mini competition submissions will be subject to evaluation as detailed in Section 2. (Instructions on Submitting a Tender)
5. **Works Packages Lot 1 & 2**
  - a. As part of this Invitation to Tender, the Authority are in a position to be able to confirm 2 Works Package which are available to tender for in this document.
  - b. **Appendix 5 & 6** details the Works Packages

- c. If you are interested in tendering for the Works Packages then please fill in the Itemised Costs in **Appendix 5 & 6** and return with your tender.
- d. There will be further mini competitions issued throughout the Framework Period as Works Plans are confirmed.

6. The Works include the following sub objectives:

- a. The supply and delivery of bags of Heather Brash for the Works which meet the required bio-security standards.
- b. Preparation of the bags of Heather Brash for Airlifting, including supplying all required airlifting equipment.
- c. Airlifting of the bags of Heather Brash to locations of bare peat within the Work Sites and airlifting the bags of Heather Brash around the Work Sites as necessary to complete the Works.
- d. Marshalling of all airlifting operations, including marshalling of the individual bag drops of Heather Brash in areas of bare peat at the Work Sites
- e. Spreading of the Heather Brash on bare peat areas within the Work Sites, to the standard specified by the Authority.
- f. Collection and removal of empty dumpy bags from the Works Site by airlifting, along with any other waste materials.
- g. Provision of sufficient personnel and equipment to manage all aspects of the Works.
- h. Provision of GPS records of the individual bag drops of heather brash to the Authority, as well as GIS records of the area coverage of the spread Heather Brash.
- i. Provision of written reports and records of the number of Bags dropped in each Work Area to the Authority, as well as dates and timings of airlifting operations and spreading.
- j. The call off of temporary Trackway at the designated Lift Sites to store and prepare materials for airlifting and supervising Trackway installation.
- k. Production of and adherence to all health and safety material for the delivery of the Works including and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
- l. Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Material deliveries, Site access, helicopter availability, Lift Site requirements and Trackway installation.

- m. Collection of details about journeys made by all Contractor vehicles (staff travel, deliveries vehicles etc.) in connection with this contract will need to be recorded by the Contractor and provided to the Authority for the carbon audit of the overall project, in accordance with the clause in the detailed conditions.

## **PART B: WORKS SPECIFICATION**

### **1. SUPPLY OF HEATHER BRASH – SOURCING OF DONOR SITES**

- a. The Heather to which this tender relates is to be used as the first stage in stabilising and restoring bare peat areas on the uplands of the Peak District and South Pennines. The land it will be transported to and spread on ("the Recipient Land") is often agricultural land which may be managed for grouse shooting. The Contractor acknowledges that it is aware of the intended use of the Heather and warrants that it has made the appropriate enquiries at the Donor Site and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land.
- b. The Tenderer must indicate below the names and addresses of those Donor Sites from which it intends to source the Heather (in whole or in part) detailed in the Tender. Moors for the Future will use all reasonable endeavours to ensure that all information on Donor Sites will be kept confidential and viewed only by Moors for the Future staff and Landowners and Users of Recipient Land.
- c. Please note that Heather may be sourced from any location within the United Kingdom however all Donor Sites will be subject to environmental checks by the Authority.
- d. In the experience of the Authority, the Landowners and Users of Recipient Land prefer Heather which is sourced from local moors to minimise biosecurity risks.
- e. Variations to the proposed Donor Sites from which it intends to source the Heather will not be commenced without prior written consent from the Nominated Officer.
- f. The Contractor shall also provide a letter, or other written confirmation, from the owner of the Donor Site confirming all permissions and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land and that if the owner of the Donor Site becomes aware of any such pest or disease, he shall immediately notify the Contractor.
- g. The Authority reserves the right to reject any proposed Donor Sites.
- h. All Donor Sites will be subject to archaeological and environmental checks before permission is granted by the Nominated Office from Heather to be supplied from that Donor Site.
- i. The Contractor will be required to obtain and provide evidence of Natural England consent for the cutting operation at the Donor Sites, if the Donor Sites are designated as SSSI.
- j. The Contractor will be required to undertake checks for Archaeological remains at the cutting site, provide evidence that the checks have been undertaken and demonstrate through their method statements how they will prevent damage to any Archaeological remains.

## **2. HEATHER BRASH BIO-SECURITY CHECKS & PROCESS OF ISSUE OF PURCHASE ORDER FOLLOWING AWARD OF CONTRACT**

- a. Any issue of a Purchase Order will follow the process below;
  - i. Donor Site information received from Contractor.
  - ii. The Contractor may be required to commission archaeological surveys and provide written confirmation upon request of the Authority. The Authority may choose to conduct these checks independently.
  - iii. The Authority will conduct environmental checks at the Donor Site.
  - iv. The Authority will provide all site archaeological and environmental information to the Landowner and User of the Recipient Land for approval.
  - v. A reasonable cooling off period given to allow Recipient Landowner or User to make any enquiries about Donor Site.
  - vi. The Authority will confirm to the Contractor by e-mail that the Recipient Landowner or User has agreed to accept the Heather from the Donor Site and will issue a Purchase Order.

## **3. HEATHER BRASH SPECIFICATION**

Each Bag of Heather Brash shall conform to the following requirements:

- a. The Heather Brash shall be double chopped consisting of a fragment size of approximately 150-200mm;
- b. The Heather Brash to be supplied in open top dumpy Bags which will be supplied to the Contractor by the Authority;
- c. Each Bag must be filled to full capacity.
  - i. If Bags are deemed by the Nominated Officer (in its absolute opinion) not to be full they will be rejected or doubled up with other part empty Bags to be counted as a single Bag. The decision of the Nominated Officer shall be final.
- d. Each Bag must only contain Heather Brash:
  - i. Bags containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed inappropriate by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
- e. The Heather Brash must be produced to a suitable standard to withstand:-
  - i. potential multiple handling during the Delivery process to the Delivery Site and Lift Site;
  - ii. preparation of Heather Brash for Aerial Works;
  - iii. transport of the Heather Brash to final point of use as underslung load beneath a helicopter;
  - iv. any other process reasonably associated with the use of Heather Brash.

## **4. DELIVERY OF THE HEATHER BRASH**

- a. The Contractor must deliver the Bags of Heather Brash to the Authority's Delivery site / Lift site.
- b. The Contractor must ensure that the Bags of Heather Brash are placed upright upon delivery, so they are ready to be prepared for aerial load lifting. The bags of Heather Brash should not be double stacked.

- c. The Contractor must deliver the Bags of Heather Brash to the Delivery Site / Lift Site in the manner agreed with the Nominated Officer.
- d. The Bags of Heather Brash should be stacked in piles of no more than 100 Bags and a clear gap should be left between the piles of Bags to enable the Nominated Officer to easily count the delivered Bags.

### **Donor Site Information**

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	

Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	



Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

## **5. CALL OFF BASIS – HEATHER BRASH**

- a. At the Tender Return Date the Authority cannot confirm the exact number (including the maximum or minimum number) of Bags of Heather Brash required.
- b. During the Contract Period the Authority shall by Purchase Order notify the Contractor of the number of Bags of Heather Brash it shall require.
- c. The Contractor must be able to access and Supply the quantity of Bags of Heather Brash referred to in such Purchase Order and Deliver the same to such Delivery Site as shall be notified in writing to the Contractor by the Nominated Officer (subject always to the delivery timescales supplied by the Tenderer in this Section).
- d. On Delivery of the Heather Brash, the Contractor shall issue a copy of the delivery note to the Nominated Officer within 5 working days at the address below:
 

Moors for the Future  
The Moorland Centre  
Edale  
S33 7ZA
- e. The Contractor shall be required to store or have immediate access to the Bags of Heather in a secure, dry setting during the Contract Period (subject always to the delivery timescales supplied by the Tenderer in this Section).

## **6. AIRLIFTING OF HEATHER BRASH & AUTHORITY PERSONNEL**

- a. The Contractor will be responsible for airlifting of the heather brash from the Delivery/Lift Sites to the Work Sites.
- b. The Contractor will be responsible for identifying a safe method of aerially transporting all Loads from the Lift Site to the Works Site.
- c. The Contractor will be responsible for preparing the Heather brash for airlifting and will supply all Airlifting Equipment required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- d. It is the Contractor's responsibility to ensure that any Airlifting Equipment used to Aerially Transport loads is suitable and safe.
- e. The Contractor will fasten and secure to the Loads, all Airlifting equipment required to aerially transport the Loads between the Delivery/Lift Sites and the Work Sites.
- f. The Contractor will be responsible for marshalling all Helicopter operations at the Delivery/Lift Site and Work Site including marshalling of members of the public.
- g. 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).



- h. Materials may vary greatly in weight. The Contractor should account for this selecting a machine for lifting capacity.
- i. **The Contractor may be required to aurally load lift the Materials around on a given Works Site. The contractor must at their own cost airlift sufficient Bags of Heather Brash around the Works Site as necessary to complete the Works. This will include where Bags of Heather Brash need to be airlifted to new spreading locations, within that Work Site to cover gaps in the spreading coverage, and/or where the Contractor has airlifted too many Bags to a location and the Bags cannot be spread. Such Aerial Works will be on the instigation of the Contractor and shall not be treated as a Contract Variation.**
- j. The Contractor may be required to aurally load lift Waste Materials from a given Works Site to a given Lift Site.
- k. The Contractor may be required to provide aerial transportation of personnel associated with the works or provide public transport.
- l. The Contractor will be required to provide proof of any relevant certification/licences required to carry personnel associated with the works or provide public transport.
- m. The number of personnel to be transported may vary significantly so the contractor is required to specify how many people their machine/s can carry at any one time.
- n. 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).
- o. 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.
- p. The Authority requires a GPS record of all individual loads delivered to a Works Site.
- q. 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.
- r. The Contractor must liaise with the Nominated Officer at least 48hrs before requiring access to the Works Sites, in order that the Landowner and other stakeholders can be advised.

## **7. MARSHALLING OF THE INDIVIDUAL BAG DROPS**

- a. The Works Sites contain areas of bare peat which will require accurate spreading of the Heather Brash to maximise the efficiency of the Works as a whole.
- b. The Authority will provide maps and GIS shape files of the bare peat areas to the Contractor in GPX format. These must be loaded onto a GPS unit and used

- by the contractor to locate the bare peat areas at the Works Site. The Authority will supply no physical markers on the ground to identify the Bare Peat Areas.
- c. All bare peat areas within the Works Sites must be covered with Heather Brash.
  - d. The Contractor will be responsible for marshalling of the individual bag drop locations during the airlifting of the Heather Brash to the Works Site.
  - e. The Contractor will be responsible for ensuring accurate placement of the individual bag drops of Heather Brash on bare peat areas at the Works Site.
  - f. **If un-spread bags (including wholly or partially un-spread Bags) of Heather Brash remain on any of the bare peat areas after the bare peat has been fully covered with spread Heather brash in accordance with the Specification, the Contractor will airlift the un-spread bags to a new spreading location agreed by the Nominated Officer. Such relocation of Bags shall not be treated as a Contract Variation.**
  - g. **If after the Contractor has airlifted and spread the Heather Brash, gaps in the coverage of the bare peat remain in the context of the Specification (in the Nominated Officer's opinion), the Contractor must airlift additional Bags to the Works Site and spread these Bags to ensure the bare peat is fully covered in accordance with the Specification. Such relocation of Bags shall not be treated as a Contract Variation.**

#### **8. SPREADING OF HEATHER BRASH AT THE WORKS SITE**

- a. The Works Sites contain areas of bare peat which will require accurate spreading of the Heather Brash to maximise the efficiency of the Works as a whole.
- b. The Authority will provide maps and GIS shape files of the bare peat areas to the Contractor in GPX format. These must be loaded onto a GPS unit and used by the Contractor to locate the bare peat areas at the Works Site. The Authority will supply no physical markers on the ground to identify the bare peat areas.
- c. The Authority estimates that one full Bag of Heather Brash will contain enough Material to cover 49 square metres. This figure is for information purposes only and must not be relied upon by the Contractor.
- d. In some instances the Authority will expect the Contractor to move Bags of Heather Brash by hand up to 20m from the point of the Drop Site to the required bare peat area.
- e. The Contractor is required to spread the Heather Brash 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).
- f. The Heather Brash is to be spread evenly with no clumps or lumps to the satisfaction of the Nominated Officer.
- g. The Heather Brash is to be spread thinly enough to allow seed to fall through and make contact with the soil.
- h. In the experience of the Authority, one person can spread an average of 2 Bags of Heather Brash 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.
- i. The Contractor must ensure that the Heather Brash is spread as soon as possible after it has been delivered to the Drop Site.
- j. It is possible that the lifting loops of the Bags may be tied together with baler twine. A knife or scissors may therefore be required to cut the twine. This twine **MUST** be collected along with all other Waste Materials including ropes. Purpose made airlifting strops are not classed as Waste Material and if found

must be attached to the top of any empty Bag collection for collection by Moors for the Future.

**9. PREPARING EMPTY BAGS FOR REMOVAL BY AIRLIFTING AS UNDERSLUNG LOAD.**

- a. The Contractor is responsible for preparing empty Bags & Waste Materials for removal from the relevant Works Site in accordance with this Contract and as soon as practicable after the spreading of the Material has been completed.
- b. The Contractor must supply all equipment required to prepare the empty Bags & Waste Materials for removal from the relevant Works Sites, including but not limited to polypropylene rope.
- c. The methodology detailed in this Section is designed to prevent the risk of empty Bags blowing around the relevant Works Site. It is also designed to reduce the risk of loose Bags becoming entangled with the helicopter during transportation from the relevant Works Site.
- d. Empty Bags are to be prepared for removal in the following manner:
  - i. One empty Bag (“the Container Bag”) is to be filled with between 10 and 20 other empty Bags.
  - ii. The Contractor should ensure that the top of the Container Bag can be tied together in order that the contents of the Container Bag are not spilled.
  - iii. Each Container Bag is to be sealed by knotting two of the diagonally opposite haul tabs together to create a bow. The remaining two free haul tabs should then be pulled through the loops of the bow created by the knot. The photograph below illustrates how the haul loops should be knotted.



- iv. The Container Bags **must** be grouped together in batches and tied to each other (as illustrated on the photograph below). The Authority's preferred minimum batch size is 5-6 Container Bags.



- v. Contractors must maximise (so far as they are reasonably able) the number of Container Bags in any one batch in order to assist the airlifting phase of empty Bag removal.
- vi. Where two or more batches of Container Bags are produced within 100m of each other these batches of Container Bags must be placed together.
- vii. The batches of Container Bags **must not** be placed in stream channels or other water courses.
- viii. The location and number of batches of Container Bags are to be GPS/ map or grid ref recorded and supplied to the Nominated Officer.

#### **10. REMOVAL OF EMPTY BAGS AND WASTE MATERIALS BY AIRLIFTING**

- a. The Contractor is responsible for the removal of all waste materials from the Works Sites.
- b. The Contractor must airlift or remove Bags by hand from site as soon as possible after the Heather Brash has been spread. The empty Bags must be dropped at a site near to the road side confirmed by the Nominated Officer.
- c. The Contractor will supply all Airlifting Equipment required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes



# **11. PROVIDING GIS RECORDS OF THE SPREAD HEATHER BRASH TO THE AUTHORITY UPON WORKS COMPLETION.**

- a. GIS information relating to the Works will be provided to the Contractor prior to the commencement of the Works.
- b. Contractor employees must be capable of using GPS systems and maps to navigate the Works Sites and undertake the Works in accordance with the Works Plan.
- c. The Contractor must record the bag drops and area coverage of spread Heather Brash with a GPS device and the GPX file and OS co-ordinates must be promptly passed to the Nominated Officer.
- d. The Tenderer must specify their GPS Co-ordinate Reference System (CRS) requirements.
- e. Moors for the Future Partnership use MapInfo and the CRS British National Grid (BNG EPSG: 27700). If the Tenderer does not specify a system then the Authority shall send GIS information to the Contractor in MapInfo format and the CRS British National Grid.
- f. The Contractor is responsible for ensuring that all received GIS Information works on their system. The Contractor must report any faults to the Nominated Officer within 48 hours of receiving the GIS Information.
- g. If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, then 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.
- h. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction.
- i. If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, then The Authority may, at their discretion, charge the Contractor up to £70 per hour (or part thereof) of time spent per Officer involved in re-submitting this information (being reasonable associated costs) to re-supply the GIS Information.
- j. Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.
- k. Moors for the Future Partnership prefer that the GIS Information be sent in MapInfo format with the CRS British National Grid (BNG EPSG: 27700).
- l. The Contractor may send the GIS Information in an alternative format but they must state the CRS used.
- m. The Contractor must provide the start and end dates for each Works activity undertaken on the Site to accompany the GIS information. These dates may be included in the GIS data or provided in an accompanying email or document.
- n. No Works will be signed off as completed until the above information has been received by the Authority to the satisfaction of the Nominated Officer.

## **12. CALL OFF OF TEMPORARY TRACKWAY**

- a. The Authority will have a supply contract in place for all temporary Trackway required for the Works.
- b. The Contractor will meet with the Nominated Officer prior to the start of the Works to agree a Trackway plan for the quantity and location of Trackway required for; Materials deliveries and storage, preparation of Materials for airlifting and airlifting of gully blocking Materials at the Delivery and/or Lift Sites.
- c. The Contractor will be responsible for the call-off of the Trackway and for ensuring that the Trackway supplier installs Trackway at the Lift Sites and/or Delivery Sites to the specification of the Trackway plan agreed between the Contractor and Nominated Officer.
- d. The Contractor will be present at the Lift Sites and Delivery Sites to receive and direct the Trackway installation and will provide signed delivery notes to the Authority as a condition of the Contract.
- e. Please **see Section 1 Part C** for detailed conditions regarding Trackway.

## **13. TRAFFIC MANAGEMENT**

- a. The Contractor must inspect the Lift Site and Work Site and decide if Traffic Management will be required to Airlift the Heather Brash safely near to public roads.
- b. The Contractor will be responsible for organising and implementing traffic management Services, as required for the Works.
- c. Traffic Management Services will provide all equipment, signage and operator necessary to operate services including but not limited to temporary traffic light signals.

## **PART C DETAILED CONDITIONS**

### **1. PRICE**

- a. The Framework Agreement is for the period **11th November 2020 to 10th November 2024** ("the Framework Period"). This means that Tenderers are requested to provide indicative rates and supporting information to the Authority with their Tender return for evaluation. After evaluation, the Authority will notify Tenderers whether they have been appointed as Framework Contractors. During the Framework period, Framework Contractors will be requested to take part in mini competitions in accordance with the Authority's standing orders at appropriate intervals, once the Authority has defined a Works Plan for each Works Site. The Works Plan will contain specific information on Work Sites, quantities of Materials, Access routes and distances. This information will be passed to the Framework Contractors who will be asked to submit quotes to deliver the specific Works. The Framework and mini competition submissions will

be subject to evaluation as detailed in **Section 2.** (Instructions on Submitting a Tender)

## **2. ATTENDANCE BY THE CONTRACTOR TO THE PRE-CONTRACT MEETING**

- a. **The Contractor will be required to attend a pre-contract meeting with the authority upon award of the Works.** This shall typically either be held at the Authority's premises or at the Works Site.

## **3. SUPPLY AND DELIVERY OF HEATHER BRASH**

- a. The Contractor shall notify the Nominated Officer when it is in a position to commence bagging the Heather Brash. The Nominated Officer will as soon as practicable inspect the Bags of Heather Brash and confirm whether they are acceptable and/or give instruction on quality required.
- b. The Authority may check the quality of the Heather Brash at the Donor Site or the Delivery Site or Lift Site. If the quality of the Heather or Bags does not comply with the Specification then the Contractor shall pay the reasonable costs of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues will be the responsibility of the Contractor.

## **4. DELIVERY OR LIFT SITES**

- a. Delivery Sites will be notified to the Contractor upon Contract award, and could be located anywhere within the Peak District National Park, South Pennines Special Area of Conservation and West Pennine Moors
- b. The Contractor must satisfy themselves that any vehicle they have chosen for deliveries can safely and properly access the Delivery Sites.
- c. The Authority will reject any Heather delivered by the Contractor unless the Contractor has been issued with a Purchase Order instructing them to Supply and deliver to the relevant Delivery Site.
- d. Deliveries of Heather Brash are to be made to the relevant Delivery and/or Lift Site. The Contractor is then to arrange forwarding of the Heather to the Lift Site in accordance with the instructions of the Nominated Officer.
- e. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading, loading of Heather, parking of vehicles, and storage of Materials.
- f. The Nominated Officer shall give instructions to the Contractor before any Contract Commencement Date as to extent of land and any Access Tracks at the relevant Delivery Site that can 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.
- g. Contractor access is to be restricted to daylight hours only during any Contract Period.
- h. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the Delivery Site, in order that the Landowner and other stakeholders can be advised.
- i. Equipment, Machinery and fuels must not be left unattended or remain on the Works Site or Lift Site overnight, unless agreed in writing by the Nominated



Officer. Contractors are responsible for sourcing appropriate locations nearby to accommodate their equipment, if required, whilst the Works are not being undertaken. All storage of Equipment, Machinery and fuels is at the Contractors risk.

## **5. PREPARATION OF HEATHER AND USE OF BAGS**

- a. Bags provided are new and have not been previously used in any capacity whatsoever. The Contractor must not use any other bags for the Heather save with the express written prior approval of the Nominated Officer. Any other bags will not be accepted by the Authority and will be rejected.
- b. In the event of any breach of this Clause:
  - i. The Authority is entitled to treat such breach as a material breach for the purposes of **Standard Condition 21** (Termination);
  - ii. Any Heather must immediately be re-bagged in new Bags supplied by the Authority at the sole cost of the Contractor;
  - iii. The Contractor will be liable for all costs and operations incurred by the Authority associated with re-bagging previously used bags;
  - iv. If such breach results in any delay in the Aerial Works the Contractor will be liable for any helicopter/ operational downtime costs associated with the delay incurred by the Authority or any of its contractors (or their sub-contractors).
- b. Bags of Heather must be delivered to the Delivery Site in a manner ready for the Aerial Works. This means the Bags must be stacked in a single layer with the open side uppermost and all four lifting loops accessible.
  - i. In the event of any breach of Clause:
  - ii. The Authority is entitled to treat such breach as a material breach for the purposes of **Standard Condition 21** (Termination);
  - iii. The Heather must immediately be arranged so as to be ready for the Aerial Works at the sole cost of the Contractor;
  - iv. The Contractor will be liable for all costs and operations incurred by the Authority associated with making the Bags ready for Aerial Works;
  - v. If such breach results in any delay in the Aerial Works then the Contractor will be liable for any helicopter/ operational downtime costs associated with the delay incurred by the Authority or any of its contractors (or their sub-contractors).
- c. Any unused Bags are to be promptly returned to the Authority.

## **6. HEALTH AND SAFETY**

- a. The Contractor will be responsible for Health and Safety during the course of the Contract.
- b. Upon award of the Works, site specific Risk Assessments will be required from the Contractor (if applicable) prior to the Works Commencement Date and 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.

- i. The Contractor should identify all potential hazards associated with the Works and provide Risk Assessments and Method Statements for the mitigation of these.
- ii. Hazards should be considered in terms of: the Site(s) and any other locations utilised during the delivery of the Works; the Works and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the Users; and the Users (any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Works are being undertaken).
- c. Material Safety Data sheets, if required, will be supplied by the successful Contractor.
- d. The Contractor is to provide his own welfare facilities for the duration of the Works.

## **7. DONOR SITES**

- a. The Contractor must immediately notify the Nominated Officer if it (or the Donor Site owner) becomes aware of any disease or pest at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land. It is agreed that a breach of this Clause constitutes a material breach for the purposes of **Standard Condition 21** (Termination) and that in addition to the Contractor being liable for the Authority's costs associated with a breach, the Contractor will also be directly liable to the Landowner or User of the Recipient Land for any costs, damages and demands incurred (including indirect loss and loss of profits).
- b. In the event that the Contractor supplies any Material from a Donor Site provided by the Authority:
  - i. The Donor Site is to be kept in a neat and tidy state commensurate with its use in connection with works carried out on behalf of Moors for the Future.
  - ii. The Contractor is responsible for ensuring the works are carried out in a manner that will minimise damage to the Donor Site, Access Tracks or features, including but not limited to, buildings, gates and walls on the Donor Site.
  - iii. 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 last Delivery to the relevant Delivery Site or by the Contract Completion Date, whichever is soonest.
- c. The Authority may request that the Contractor records cutting information from the Donor Site. This will need to be provided in GPS format. Any sites requiring this information will be notified to the Contractor upon award of works.

## **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 supply the Materials and/or deliver 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.
- b. In the event that the Heather requested pursuant to a Purchase Order form has not been supplied and/or delivered (as applicable) in whole or in part on the date

stated in the Purchase Order form the Contractor shall be liable to pay on demand to the Authority in liquidated damages such costs as the Authority may reasonably incur as a result of such delay (including but not limited to the Authority suspending this Contract and obtaining the services of another contractor to Supply the Material). Such damages shall not be due where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority.

## **9. DEFECTS LIABILITY**

- a. The Defects Liability Period in respect of the Materials and/or Works shall be as set out in the Agreement Particulars.
- b. The Authority shall have the right at any time during the Defects Liability Period, to inspect the Materials and/or Works, make representations and require remediation in accordance with the Standard Conditions.

## **10. INSURANCE**

- a. The Contractor (and any sub-contractors) shall be required to maintain insurance in accordance with the Standard Conditions in the sum of £10,000,000 (Ten million pounds).

## **11. INVOICES**

- a. 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.
- 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. 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

## **12. COMMUNICATIONS AND MARKETING**

- a. Any works for the Authority may be included in promotional material released by the Authority.
- b. 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.
- c. The Authority may include, but reserves the right not to, credit the Contractor in any publicity they release.
- d. 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.

- e. The consent given by this Clause refers to all forms of media including social media.
- f. 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.
- g. Any unauthorised use of Authority works for the Contractors own publicity will assessed for suitability shall be removed on request.

#### **15. MOORLIFE 2020**

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

#### **16. ENVIRONMENTAL REQUIREMENTS:**

- a. The Contractor shall not damage or permit damage of any areas allocated for the Delivery/Lift Sites, Works Sites or Access Routes. 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.
- b. 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.
- c. The Sites are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000, as such all public highways, footpaths, or bridleways are to remain open and clear of debris at all times.
- d. It is essential that there is no waste of Materials at the Works Site; the Contractor will be expected to manage operations to minimise waste.
- e. The Sites are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000. Equipment and fuel will be left unattended or remain on the Sites overnight at the Contractor's own risk. If required the Contractor is responsible for sourcing appropriate locations nearby to accommodate their equipment whilst the Works are not being undertaken.
- f. No Waste Material, other than the collections of empty bags, shall remain on Site once the Works are completed. The locations of all of the batches of Empty Bags shall be supplied to the Nominated Officer in GPS/ map or grid ref format prior to the Works Completion Date.

#### **17. DOWNTIME EXPENSES**

- a. Downtime Expenses will be paid for whole or half days where the Nominated Officer instructs the Contractor not to carry out any part of the Works on a day where it is reasonably practical for Works to occur. Downtime Expenses will not be paid for any other reason (unless caused by negligence of the Authority).
- b. 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.

## **18. FLYING CONDITIONS**

- a. The suitability of flying conditions for whatever reason remains with the Contractor or Sub-Contractor undertaking the aerial work.
- b. The Contractor or sub-contractor undertaking aerial transport must undertake such works on every day of the Contract Period from the Works Commencement Date subject to:
  - i. Availability of Materials for Aerial Transport at the Lift Site;
  - ii. Suitable weather conditions;
  - iii. Health and safety considerations.

## **19. AERIAL TRANSPORT OF PEOPLE**

- a. Task Specialist aerial transport
  - i. It may be necessary to aurally transport personnel associated with the works.
  - ii. Employees of the Contractor or sub-contractor or MFFP must not be flown to Site in an aircraft unless that aircraft is being operated in conjunction with a valid Part SPO.
  - iii. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.
- b. Public transport flying (aoc)
  - i. It may be necessary to conduct public transport flying. All public to be lifted onto Sites must be briefed by the Contractor.
  - ii. Licences and Certificates:
  - iii. Pilots must have a Commercial Pilots Licence.
  - iv. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines
  - v. The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.

## **20. RESTRICTED DATES**

- a. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- b. The Contractor will be informed of the Restricted Dates at the pre contract meeting.
- c. No Works are permitted on the Restricted Dates strictly in accordance with the instructions of the Nominated Officer. 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 in accordance with **Clause 8** of this Section and the Standard Conditions. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.



## **21. TEMPORARY TRACKWAY**

- a. The Authority will hold a supply Contract for all temporary trackway ("Trackway") required for all Delivery Site and Lift Site areas. The Trackway should provide an area that is large enough to allow access and egress to forwarding vehicles without them driving on any vegetation, and to allow storage of any Materials delivered to the Lift Site without affecting the surrounding vegetation. The exact location, size and shape of the Trackway will be agreed between the Nominated Officer and the Contractor prior to its installation. Any proposed amendments to the Trackway must be requested and approved in advance of installation by the Nominated Officer. Any amendments to the position, size or any other consideration of the Trackway required during the Contract Period must be submitted in writing and approved by the Nominated Officer prior to the Works Commencement Date.
- b. The Trackway, quantity of Trackway and the Trackway plan will be agreed as being fit for purpose and consummate to the requirements of the task, by the Authority and the Contractor prior to its installation at the Delivery Sites and Lift Sites.  
The Contractor will be responsible for the call-off of the Trackway and for ensuring that the Trackway supplier installs Trackway at the Lift and Delivery Sites to the plan agreed between the Contractor and Nominated Officer.
- c. The Contractor will be present at the Lift Sites and Delivery Sites to receive and direct the Trackway installation and will provide all delivery notes to the Authority as a condition of the Contract.
- d. The Contractor will inspect the Trackway when it has been installed and procure a photographic schedule of condition to be agreed and signed by the Nominated Officer and Contractor prior to its use. In the event of any damage occurring to the Trackway during the Works then the Trackway must be replaced immediately to the absolute satisfaction of the Nominated Officer and at the Contractors' cost and before any further Works occur. Any delay occurring due to such damage shall not be treated as Contract Variation or Force Majeure Event. The Contractor shall also be liable and indemnify the Authority for any costs incurred by it arising from this Clause, payable at the end of the Contract Period on demand.
- e. No Contractor vehicles, or associated works vehicles, are allowed off the track or Trackway on to the surrounding vegetation.
- f. Permission to access the Delivery Sites and Lift Sites is the responsibility of the Authority. In the event that the installation of the Trackway is delayed as result of the absence of such approval, the Nominated Officer and the Contractor shall vary the Contract to reflect any resultant delay in the Works Commencement Date. For the avoidance of doubt, however, the Authority shall not be responsible or liable for any such delay and the Contractor shall not be entitled to any costs, demands or losses (including but not limited to loss of earnings or loss of profits).

## **22. QUALITY CHECKS AND SITE VISITS**

- a. The Nominated Officer will carry out an agreed number of site visits to the Works Site to carry out quality and schedule monitoring.
  - i. The exact number of visits will be agreed at the pre-start meeting.

- ii. 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.
- b. Where the Tender Documentation specifies the number of Bags of Material to be spread. That number is 'provisional' and shall be subject to Authority confirmation. The Tenderer should note that the final number of Bags available may not be confirmed by the Nominated Officer until after the Contract Commencement Date
- c. The Tenderer must satisfy itself that it possesses the necessary skill, vehicles, equipment and manpower to spread the Material at each of the Works Sites.

## **23. WORK LOG**

- a. The Contractor must provide the Nominated Officer with a Work Log of the Works carried out each day (even if no Works are carried out on that day).
- b. The Work Log shall contain:
  - i. The name of the relevant Site;
  - ii. Quantities of works undertaken
  - iii. Map(s) with a shaded area(s) showing the approximate location(s) of Works undertaken at the Site(s);
  - iv. The reason for any inactivity; and
  - v. Brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).
- c. The Work Log should also include a "look-ahead" schedule confirming the work plan for the coming week.
- d. The Nominated Officer shall provide the Contractor with a suitable template for the Daily Work Log. The Contractor may use their own format instead with the prior approval of the Nominated Officer.
- e. The frequency and timing of when the Work Log should must be provided to the Nominated Officer will be specified at the pre-start meeting for each Works Package.



## PART D - ITEMISED COSTS - FRAMEWORK

### Supply & Delivery of Heather Brash

The Tenderer should fill out the tables below to outline costs for cutting and bagging of the Heather Brash (table1) and delivery of the Heather brash to the Authority (table 2)

1	Work Required – <u>Cutting and bagging of Heather Brash</u>	Unit	Rate per Unit (£'s)	Rate per Unit (£'s)	Rate per Unit (£'s)	Rate per Unit (£'s)
			Year 1 2020-2021	Year 2 2021-2022	Year 3 2022-2023	Year 4 2023-2024
1.1	Cutting and Bagging of 0-500 bags	Bag				
1.2	Cutting and Bagging of 500-1000 bags	Bag				
1.3	Cutting and Bagging 1000-2000 bags	Bag				
1.4	Cutting and Bagging 2000+ bags	Bag				

2	<b>Work Required – <u>Delivery of Heather Brash to the Authority</u></b>	<b>Unit</b>	<b>Rate per Unit (£'s)</b>	<b>Rate per Unit (£'s)</b>	<b>Rate per Unit (£'s)</b>	<b>Rate per Unit (£'s)</b>
			<b>Year 1 2020-2021</b>	<b>Year 2 2021-2022</b>	<b>Year 3 2022-2023</b>	<b>Year 4 2023-2024</b>
2.1	Delivery Cost 0-25 miles from Donor Site	Bag				
2.2	Delivery Cost 25-50 miles	Bag				
2.3	Delivery Cost 50-100 miles	Bag				
	Delivery Cost 100+miles	Bag				

## Airlifting of Heather Brash

The tenderer should fill out the tables below to outline their costs for airlifting of the Heather Brash.

3	Item	Unit	Quantity	Rate per Unit (£'s excluding VAT)
3.1	Maximum Location Fee	Item	1	
3.2	Helicopter Hourly Rate	Hour	1	
3.3	Ground Crew	Day rate per person	1	
3.4	Pilot	Day rate per person	1	

Additional Information		
Load Lifting Capacity of the machine	Kilograms (Kgs)	
Personnel Capacity of the machine	Persons	
Number of Hooks available per system	Hook	
Alternative lifting mechanisms (e.g. Skips/ Cargo nets)		
Minimum number of personnel required to run an operation	Persons	
GPS Recording System	Type (please specify)	
Accuracy of GPS system	+/- Metres	

## **Spreading of Heather Brash at the Works Site & preparation of waste materials for airlifting**

Tenderers should fill out the tables below to outline their costs for spreading of the Heather Brash & preparation of waste materials (empty dumpy bags) for removal from the Works Site by airlifting

4	<b>Work Required – <u>Spreading of Heather Brash and collection &amp; preparation of Waste Materials</u></b>	Unit	Rate per Unit (£'s) Year 1 2020-2021	Rate per Unit (£'s) Year 2 2021-2022	Rate per Unit (£'s) Year 3 2022-2023	Rate per Unit (£'s) Year 4 2023-2024
4.1	Spreading of Brash and collection & preparation of Waste Materials 0-500 bags	Bag				
4.2	Spreading of Brash and collection & preparation of Waste Materials 500-1000 bags	Bag				
4.3	Spreading of Brash and collection & preparation of Waste Materials 1000-2000 bags	Bag				
4.4	Spreading of Brash and collection & preparation of Waste Materials 2000+ bags	Bag				

## SECTION 2: Instructions on submitting a tender and tender evaluation criteria

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

### 1. Summary

**Tenderers are invited to tender for the Framework Agreement alone, or to tender for the Framework Agreement and Works Package Lot 1 and/or Works Package Lot 2. Tenderers must tender for the Framework Agreement if they wish to Tender for the Works Packages.**

The Framework Agreement is for the period **11th November 2020 to 10th November 2024** ("the Framework Period"). This means that Tenderers are requested to provide indicative rates and supporting information to the Authority with their Tender return for evaluation. After evaluation, the Authority will notify Tenderers whether they have been appointed as Framework Contractors. During the Framework period, Framework Contractors will be requested to take part in mini competitions in accordance with the Authority's standing orders at appropriate intervals, once the Authority has defined a Works Plan for each Works Site. The Works Plan will contain specific information on Work Sites, quantities of Materials, Access routes and distances. This information will be passed to the Framework Contractors who will be asked to submit quotes to deliver the specific Works.

Tenderers may tender for all aspects of the Works (i.e. supply, fly & spread) or for only the aspects of the work that they wish to be considered for:

- v. Tenders for Heather Brash Supply only will be accepted
- vi. Tenders for Heather Brash Spreading only will be accepted
- vii. Tenders for Heather Brash Airlifting and Spreading only will be accepted
- viii. Tenders for Heather Brash Supply, Airlifting and Spreading will be accepted

**Tenders for Airlifting only will not be accepted** as a separate framework agreement is being tendered for solely Airlifting work. Tenderers should fill out the relevant sections in PART D: Itemised costs to indicate the aspects of the Works that they wish to be considered for under the Framework Agreement.

**Framework tenders** will be evaluated against the provision of these items set out below:

- Price (30% of the total score value);
- Quality criteria (70% of the total score value): Provision of evidence detailing the Tenderers previous relevant experience and a methodology detailing how the Tenderer will meet the Contract Objectives and Specifications

**Works Packages Lot 1 and Lot 2** will be evaluated against the provision of these items set out below:

- Price (50% of the total score value);

- Quality criteria (50% of the total score value): Provision of evidence detailing the Tenderers previous relevant experience and a methodology detailing how the Tenderer will meet the Contract Objectives and Specifications

**Tenderers must return the items below with their Tender to be considered for the Framework Agreement:**

- ☐ Framework Itemised Costs spreadsheet .xls and .pdf (Part D)
- ☐ Appendix 1 Form of Tender .pdf
- ☐ Appendix 3 Tender questionnaire .pdf
- ☐ Appendix 2 Non-collusive tendering certificate .pdf

**Tenderers must return the items below in addition to those detailed above, to be considered for the Works Packages:**

- ☐ Works Package Lot 1 and/or Works Package Lot 2 - Itemised Costs spreadsheet .xls and .pdf (Appendix 5)
- ☐ Appendix 1 Form of Tender .pdf

**In addition to the items listed above, the Tenderer should also submit supporting information relating to the quality evaluation criteria, with their tender return.**

- ☐ Evidence of previous relevant experience .pdf
- ☐ Specific Methodology detailing how the Contract Objectives and Specification will be met (for the Framework Agreement and the works packages) .pdf

**2. Invitation to Tender (ITT)**

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

**3. Basis of Tenders**

Tenders are being invited on an open award procedure.

**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: **Jamie Freestone** using the following email: [jamie.freestone@peakdistrict.gov.uk](mailto:jamie.freestone@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 6 months from the Tender Return Date.

## 10. Tendering procedure and submission requirements

**10.1. THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON 10/11/2020**

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

**10.3. Tenders submitted electronically:**

- 10.3.1. It is the Tenderer's responsibility to ensure that its Tender complies with the submission requirements and is received by the Authority by the date and time set out. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderer's failure to check their email system for correspondence received from the Authority about this Tender. **Tenderers must note that the current maximum size of any email**



**receivable by the Authority is 10mb.** It is the responsibility of the Tenderer to ensure that its Tender is received by the Authority. Tenderers are strongly advised not to submit their tender immediately before the Tender Return deadline.

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

**10.4.1.** The Tender shall be made on the Form of Tender at [Appendix 1](#). It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

**10.4.1.1.** Tender Questionnaire at [Appendix 3](#) fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

**10.4.1.2.** Non-collusive tendering certificate at [Appendix 2](#) signed on behalf of the Tenderer and submitted to us in pdf format;

10.4.1.3. Analysis of resources;

10.4.1.4. Itemised costs as detailed within [Section 1 Part D](#);

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

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

10.4.1.7. 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](mailto:Tenders@peakdistrict.gov.uk)**

**By 17:00 ON 10/11/2020 (the Tender Return Date)**

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

**TENDER MFF 104 2020-2024**

**Supply and Delivery, Airlifting and Spreading of Heather Brash**

**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**

- 10.6 Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.
- 10.7 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.
- 10.8 No tender received after the deadline for receipt of tenders stipulated above shall be considered.
- 10.9 The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.
- 10.10 The successful Tenderer will be required to enter into the Form of Contract attached at [Appendix 4](#). 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
- 10.11 Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.
- 10.12 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

## **11. Basis of Tender**

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

## **12. Sub-contracting**

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

### 13. Tender Evaluation

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

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

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

#### Framework Tender

1. Price (30% of the total score value);
  - $30 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
2. Quality criteria (70% of the total score value):
  - 70% Provision of evidence detailing the Tenderers previous relevant experience and a methodology detailing how the Tenderer will meet the Contract Objectives and Specifications.

Criteria	Weighting	Evaluation Criteria
Price	30%	$30 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	70%	14 x score (see table below)

#### Works Packages Lot 1 & Lot 2

1. Price (50% of the total score value);
  - $50 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
2. Quality criteria (50% of the total score value):

- 50% Provision of evidence detailing the Tenderers previous relevant experience and a methodology detailing how the Tenderer will meet the Contract Objectives and Specifications.

Criteria	Weighting	Evaluation Criteria
Price	50%	$50 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	50%	10 x score (see table below)

Quality Criteria responses will each be marked against the following scoring methodology based on the evidence provided in the tender return.

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

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

## Section 3 Definitions and Standard Terms and Conditions

### **I Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

**“Covid-19”** means the Covid-19 pandemic or any similar or equivalent epidemic as determined by HM Government

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

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

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

**“Delivery Site”** means any 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

**“Donor Site”** means those areas from which the Materials or part are to be sourced in accordance with the Specification and (if applicable) identified on the Location Maps

**“Drop Site”** means any 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 I**

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

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

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

**“Supervisor”** 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, pandemic, nuclear disaster, act of terrorism or other natural physical disaster

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

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

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

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

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

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

**“Lift Site”** means any sites from which the Material or part is to be airlifted pursuant to the Specification and (if applicable) identified on the Location Maps

**“Material(s)”** means all materials utilised by the Contractor in delivering the Works (whether or not supplied by the Authority or the Contractor pursuant to the Contract)

**“Method Statement”** means a statement setting out the proposed methods for the execution of the Works or otherwise and forming part of the Tender

**“Near Miss”** means an event that had the potential to cause injury, damage or loss, but which did not do so

**“Nominated Officer”** means the Authority’s officer who shall be the main point of contact for the Contractor and shall be notified to the Contractor from time to time.

**“Payment”** means a payment in respect of the Works made pursuant to this **Section**

**“Party”** means a party to this Contract (and shall include the plural if applicable)

**“Price”** means the price set out in the Contract Particulars

**“Programme of Works”** means the programme for the Works provided by the Tenderer in the Tender and forming part of the Tender Documentation

**“Project”** means the project as set out in the Project Objectives (if any)

**“Project Objectives”** means the objectives as set out in **Section 3** (if any)

**“Project Progress Report”** means a report provided by the Contractor detailing the progress of the Works with reference to the Programme of Works

**“Purchase Order”** means the Purchase Order form issued by the Nominated Officer in connection with the Works

**“Regulatory Authority”** means the Environment Agency, local authority or any other government department or public body

**“RIDDOR”** means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (and updated 2013)

**“Risk Assessment”** means an assessment of the risks associated with the Works

**“Site(s)”** means the Sites used in connection with the Works and shall include Donor Sites/Drop Sites/Lift Sites/Work Sites (as applicable)

**“SSSI”** means an area of land designated as a Site of Special Scientific Interest (or the equivalent or similar designation)

**“Specification”** means the specification and requirements of the Authority as set out in **Section 1** together with such modifications additions and variations as may be made in accordance with this Contract (and shall include all references to “Contract Specification”)

**“Standard Conditions”** means these conditions

**“Target Completion Date”** means the date targeted for completion of the Works as set out in the Detailed Conditions and Contract Particulars

**“User”** means those persons granted rights over the land on which the Works are to be performed (if any) including (but not limited to) shooting and grazing rights

**“Tender”** means the tender submitted by the Tenderer (and shall include the term “Tender Return” and “Form of Tender”)

**“Tenderer”** means the person or company submitting a tender

**“Tender Documentation”** means any documents forming part of this Tender and the supplementary documentation (if any) supplied as part of such documentation



**“Unsafe Act”** means any act at variance with the Method Statement that may increase the potential for an Accident

**“Waste Material”** means all packaging, bags, metal tapes, plastic and all other material and rubbish associated with or produced during the course of the Works

**‘Works’** means the works set out and 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**

- b.** 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.

- c. 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**

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. DEFRA Statutory Guidance "Waste duty of care: code of practice" <https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice/waste-duty-of-care-code-of-practice>
  - 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 2002 (COSHH; <https://www.hse.gov.uk/coshh/>)
  - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
  - iii. Control of Pesticides Regulations 1986 (as amended 1997).
  - iv. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statues 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 Waste (England and Wales) Regulations 2011. 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 Control of Noise at Work Regulations 2005. 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. Method 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:
  - i. 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").

- ii. 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 2013 (RIDDOR). <https://www.hse.gov.uk/riddor/index.htm>
- 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 2018.
- 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, the requirements of the Authority and relevant Health & Safety Guidance (HSG47 or any replacement from time to time);
  - 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:-
  - i. The Authority’s main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
  - ii. 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.
  - iii. 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;
  - iv. 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.

- c. 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.
- d. 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.
- e. 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.
- 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. Materials**

- a. If required in the Specification and Contract Objectives, the Contractor must provide its own Equipment suitable for movement and loading of all Materials for the Works.
- b. The Contractor shall be responsible for all Materials for the duration of the Contract and shall indemnify the Authority against loss or damage.
- c. All Materials provided by the Authority will remain the property of the Authority.
- d. 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 or criminal damage shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.

#### **18. 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:
- b. 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
- c. 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
- d. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- e. 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.

#### **19. 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.

#### **20. 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).

## **21. 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:
  1. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
  2. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. Observation of Statutory Requirements**

- a. 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.

### **29. Stamp Duty and Professional Fees**

- a. 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.

### **30. Waiver**

- a. 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.

### **31. Whole Contract**

- a. 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.

### **32. Warranty**

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

### **33. Rights and Duties Reserved**

- a. 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.

### **34. 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. The Contractor and Authority will comply with their respective obligations under the General Data Protection Regulations and the Data Protection Act 2018.
- f. 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, upon request, demonstrate to the reasonable satisfaction of the Authority the security and related organisational measures operated by the supplier and as applied to the Contract;
  - iii. The Contractor shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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 persons 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 <https://historicengland.org.uk/listing/the-list/> 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.

### **40. 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.

#### **41. 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.

#### **42. MoorLIFE2020: Carbon audit (as applicable)**

- a. As part of the Moor Life 2020 project, Moors for the Future Partnership are required to collect information to calculate the carbon footprint of the project.
- b. Details about journeys made by all Contractor vehicles (staff travel, tractors, helicopters, deliveries etc.) will need to be recorded by the Contractor and provided to the Authority.
- c. Details of this data collection and forms to fill in will be issued to the Contractor upon award of Contract.

#### **43. MoorLIFE2020: Socio Economic Impact (as applicable)**

- a. As part of the MoorLIFE 2020 project, monitoring the socio-economic impacts of the project is a compulsory action. Contractors may be required to collect and provide information as part of their contract and project delivery.
- b. Direct socio-economic impacts of the project on (local) businesses.
- c. The Authority will record data on the enterprises that are awarded contracts to establish the impact of the project on the (local) business community.
- d. The following information may be requested from the Contractor:
  - i. Type/status of business (e.g. sole trader, partnership, limited company, social enterprise, cooperative, charity)
  - ii. Business size (number of employees and types of contracts)
  - iii. Number of years trading
  - iv. Registered address.
  - v. Number of people employed by contractors and partners in the delivery of the project actions
  - vi. Number of years employed by the enterprise at start of contract
  - vii. The length and type of employment contracts of people working on the contract
  - viii. De-personalised information on their home addresses (first three digits of postcode).

#### **44. COVID-19**

- a. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for the Works.
- b. The Contractor shall cease the Works upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in

the opinion of the Authority, frustrates the Works. Recommencement of the Works shall be on the basis set out in this clause and any other reasonable requirements of the Authority.

- c. If the Contractor, or its subcontractors, fails to observe or becomes aware of any failure to observe Covid-19 site operating procedures, the Contractor shall immediately cease the Works and inform the Authority of the date, nature and duration of the breach. The Works shall not recommence until such time as the Authority is satisfied that the Contractor has instituted appropriate procedures to ensure that the breach is remedied and not repeated.
- d. A breach of this clause shall be treated as material breach of contract.



**APPENDIX 1 – FORM OF TENDER**

**FORM OF TENDER (To be completed by the Tenderer)**  
**RELATING TO MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of**  
**Heather Brash (FRAMEWORK AGREEMENT) (“the Works”)**

We offer to execute the whole of the Works described in the Invitation to Tender for (please tick):

- ☐ Framework Agreement
- ☐ Works Package Lot 1 - Supply and Delivery, Airlifting and Spreading of Heather Brash on Winter Hill
- ☐ Works Package Lot 2 - Supply and Delivery, Airlifting and Spreading of Heather Brash on Dean Head

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. Having examined the Tender Documentation we offer to complete the Works for the rates set out in the Itemised Costs attached.
3. We undertake to complete the Works within the timescale stated in the Invitation to Tender.
4. Unless and until the Form of Contract 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

**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**

**Section or nature of Works**

**Name and address**

**to be sub-let**

**APPENDIX 2 - 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.....

## **APPENDIX 3 - TENDER QUESTIONNAIRE**

### **PEAK DISTRICT NATIONAL PARK AUTHORITY**

### **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash 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 contractor submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status  a)public limited company  b)limited company  c)limited liability partnership  d)other partnership  e)sole trader  f)third sector  g)other (please specify your trading status)	
1.1(d)	Trading name(s) that will be used if successful in this procurement	
1.1(e)	Relevant classifications (state whether you fall within one of these, and if so which one)  a)voluntary      Community      Social Enterprise (VCSE)  b)public service mutual	
1.1(f)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Contact details and declaration

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

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"/>



<b>Section 2</b>	<b>Technical and Professional Ability</b>		
<b>2.1</b>	<b>Relevant experience and contract examples</b>  Please provide details of up to two contracts in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for such works should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. If you cannot provide examples see question 2.3		
	<b>Contract 1</b>	<b>Contract 2</b>	
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			
<b>2.2</b>	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.		

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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"> <li>failed to complete a contract on time, there has been a successful</li> <li>claim for damages, damages have been deducted or recovered or</li> <li>where the contract has been terminated?</li> </ul> <p>(If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken).</p> <p>You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
4.2	Compliance with Equalities Legislation		

<b>a.</b>	In the <b>last three years</b> , has any finding of unlawful discrimination been made against your organisation by an; <ul style="list-style-type: none"> <li>• Employment Tribunal,</li> <li>• An Employment Appeal Tribunal; or</li> <li>• Any other court (or in comparable proceedings in any jurisdiction other than the UK)?</li> </ul>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>b.</b>	In the <b>last three years</b> , has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered “ <b>yes</b> ” to one or both of the questions in this section 8.3, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>c.</b>	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
<b>4.3</b>	<b>Health and Safety</b>	
<b>a.</b>	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>b.</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 <b>last three years</b> ? The Authority <b>will exclude</b> Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>c.</b>	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 4**  
**FORM OF CONTRACT**

**CONTRACT PARTICULARS**

<b><u>Date</u></b>	
<b><u>Tender Return Date</u></b>	
<b><u>Works Commencement Date</u></b>	
<b><u>Contract Period</u></b>	
<b><u>Works Completion Date</u></b>	The date that the Nominated Officer notifies the Contractor that the Works have been practically completed to its entire satisfaction
<b><u>Target Completion Date</u></b>	
<b><u>Milestones</u></b>	
<b><u>Defects Liability Period</u></b>	The period of one year from the Works Completion Date
<b><u>Price</u></b>	
<b><u>Moors for the Future Contract Reference</u></b>	

**THIS CONTRACT** is made the.....day of .....20

**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 Works should be performed and has accepted a Tender by the Contractor for the performance of the Works

**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 Works in accordance with the attached Tender dated on the Tender Return Date with the following variations:
  - a. All Works will be undertaken at the rates identified in the Tender;
  - b. The Authority will pay for the amount of Material and / or nature of the Works actually requested via an official Purchase Order form;
  - c. The Works 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 Works in accordance with the terms of the Contract (subject to the above variations).
- 4 The Price is as set out in the Contract Particulars.



**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.**

**APPENDIX 5**  
**WORKS PACKAGE LOT 1**

**Moors for the Future Partnership  
Invitation to tender**

**MFF 104-01 2020-2024  
Supply and Delivery, Airlifting and Spreading  
of Heather Brash on Winter Hill**

**CONTENTS**

**SECTION 1:**

**PART A: Contract Objectives**

**PART B: Works Specification**

**PART C: Itemised Costs (Please return all forms in Part D with your tender)**

**PART D: Location Maps**



## **SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS**

### **PART A: CONTRACT OBJECTIVES**

Contractors are invited to tender for heather brash works on **Winter Hill**, in connection with the Framework tender **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash**.

This tender is for the complete works including the supply and delivery of Heather Brash, airlifting and marshalling of the Heather Brash to the Works Site and spreading of Heather Brash with clean-up and removal of all Waste Materials from the Works Sites.

The objectives of the Works are to:

- a. Supply and delivery of **2400** bags of Heather Brash for the Works which meet the required bio-security standards.
- b. Preparation of the bags of Heather Brash for Airlifting, including supplying all required airlifting equipment.
- c. Airlifting **2400** bags of Heather Brash to locations of bare peat within the Work Site and airlifting bags of Heather brash around the Work Site as necessary to complete the Works.
- d. Marshalling of all airlifting operations, including marshalling of the individual bag drops of Heather Brash in areas of bare peat at the Work Site
- e. Spreading **2400** bags of the Heather Brash on bare peat areas within the Work Site, to the standard specified by the Authority.
- f. Collection and removal of empty dumpy bags from the Works Site by airlifting, along with any other waste materials.
- g. Provision of sufficient personnel and equipment to manage all aspects of the Works.
- h. Provision of GPS records of the individual bag drops of heather brash to the Authority, as well as GIS records of the area coverage of the spread Heather Brash.
- i. Provision of written reports and records of the number of Bags dropped in each Work Area to the Authority, as well as dates and timings of airlifting operations and spreading.
- j. Production of and adherence to all health and safety material for the delivery of the Works including and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).

- k. Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Material Deliveries, Site access, helicopter availability, Lift Site requirements
- l. Collection of details about journeys made by all Contractor vehicles (staff travel, deliveries vehicles etc.) in connection with this contract will need to be recorded by the Contractor and provided to the Authority for the carbon audit of the overall project, in accordance with the clause in the detailed conditions.

## **PART B: WORKS SPECIFICATION**

### **1. TIMING OF PROJECT DELIVERY:**

- a. **Works Commencement Date: 16/11/2020**
- b. **Works Completion Date: 31/03/2021**
- c. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- d. **All works must be delivered by the works completion date**

This Contract will run from 16th November 2020 to 31st March 2021

- e. The Contractor is required to submit with their Tender, for assessment, a Method Statement and Program of Works for the Works.  
The Method Statement & Program of Works should include, but is not limited to:
  - i. Equipment to be used
  - ii. Staffing
  - iii. Methods of cutting, delivery, airlifting, brash spreading and clearing waste materials
  - iv. Timings and order of works
  - v. Risk Assessments
- f. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- g. Prior to the Works Commencement Date the Lift & Work Site GIS shapes will be supplied by the Nominated Officer in .GPX or .GPS format if requested.
- h. The Contractor may (prior to the Works Commencement Date) request overview plans of the Works Sites and/or Drop Sites on an aerial photograph which shall promptly be supplied by the Authority.

## **2. SITE DETAILS, SITE ACCESS & ENVIRONMENTAL REQUIREMENTS**

- a. The Winter Hill Works Site is located **north of Horwich near Bolton.**
- b. The Works Site is on open Moorland at high altitude and may include waterlogged areas, deep peat and stream channels.
- c. The Lift Site for the works is located at **the Woodland Trust's Walker Folder Car Park (see location maps)**
- d. The Winter Hill Works Site was damaged by fire in 2018 and many areas remain fragile, unstable and with poor vegetation cover.
- e. A map outlining the general location of the Works Site and Lift Site is provided in Part B of this document (location maps and plans).
- f. Access to the works site will be by Helicopter or foot only.**
- g. The Contractor must liaise with the Nominated Officer at least 48hrs before requiring initial access to the Work Site, in order that the Landowner and other stakeholders can be advised.
- h. All gates the Contractor passes through must be closed and secured.
- i. Contractor access is to be restricted to daylight hours only during the Contract Period.
- j. The Works Site is unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000
- k. Equipment and machinery must not be left unattended or remain at the Lift Site or Works Site overnight.
- l. Fuels must not be stored at the Work Site or Lift Site or left unattended. Fuel must be brought on and off the Lift Site as needed during the works. All fuels must be stored in a suitable, secure container and must not be located near to any open watercourse. The type of container used to store fuel and the location that fuel is stored must be agreed with the Nominated officer prior to the start of the Works.
- m. 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.
- n. There is no public vehicular access to the Works Site.

### **3. SUPPLY AND DELIVERY OF HEATHER BRASH**

- a. The Contractor will be required to supply and deliver **2400** bags of Heather Brash to the Authority.
- b. The supply and delivery of heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**
- c. The Contractor will be required to obtain and provide evidence of Natural England consent for the cutting operation at the donor site, if the donor site is designated as SSSI.
- d. The Contractor will be required to provide a letter, or other written confirmation, from the owner of the Donor Site confirming all permissions and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land and that if the owner of the Donor Site becomes aware of any such pest or disease, he shall immediately notify the Contractor.
- e. The Contractor will be required to undertake checks for Archaeological remains at the cutting site, provide evidence that the checks have been undertaken and demonstrate through their method statements how they will prevent damage to any Archaeological remains.
- f. The Heather Brash must be delivered to the Lift Site at **the Woodland Trust's Walker Folder Car Park (see location maps)**
- g. Each Bag of Heather Brash shall conform to the following requirements:
  - i. The Heather Brash shall be double chopped consisting of a fragment size of approximately 150-200mm;
  - ii. The Heather Brash to be supplied in open top dumpy Bags which will be supplied to the Contractor by the Authority;
  - iii. Each Bag must be filled to full capacity.
  - iv. If Bags are deemed by the Nominated Officer (in its absolute opinion) not to be full they will be rejected or doubled up with other part empty Bags to be counted as a single Bag. The decision of the Nominated Officer shall be final.
  - v. Each Bag must only contain Heather Brash:
  - vi. Bags containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed inappropriate by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
  - vii. The Heather Brash must be produced to a suitable standard to withstand potential multiple handling during the Delivery process to the Delivery Site and Lift Site; preparation of Heather Brash for Aerial Works; transport of the Heather Brash to final point of use as underslung load beneath a helicopter and any other process reasonably associated with the use of Heather Brash.
- h. The Contractor must ensure that the bags of heather brash are placed upright upon delivery, so they are ready to be prepared for aerial load lifting. The bags of Heather Brash should not be double stacked.
- i. The contractor must deliver the bags of Heather Brash to the Delivery Site / Lift Site in the manner agreed with the Nominated Officer.

- j. The bags of Heather Brash should be stacked in piles of no more than 100 bags and a clear gap must be left between the piles of bags to enable the Nominated Officer to easily count the delivered bags.

**Donor Site Information**

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	

Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

#### **4. AIRLIFTING AND MARSHALLING OF HEATHER BRASH**

- a. The Contractor will be required to Airlift **2400** bags of Heather Brash to areas of bare peat at the Works Site.
- b. The Contractor will be required to Marshal all aspects of the airlifting operation including marshalling of the individual bag drops at the Works Site.
- c. The Airlifting and Marshalling of the heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash**.
- d. **The Contractor may be required to aerially load lift the Materials around on a given Works Site. The contractor must at their own cost airlift sufficient Bags of Heather Brash around the Works Site as necessary to complete the Works. This will include where Bags of Heather Brash need to be airlifted to new spreading locations, within**

that Work Site to cover gaps in the spreading coverage, and/or where the Contractor has airlifted too many Bags to a location and the Bags cannot be spread. Such Aerial Works will be on the instigation of the Contractor and shall not be treated as a Contract Variation.

- e. If un-spread bags (including wholly or partially un-spread Bags) of Heather Brash remain on any of the bare peat areas after the bare peat has been fully covered with spread Heather brash in accordance with the Specification, the Contractor will airlift the un-spread bags to a new spreading location agreed by the Nominated Officer. Such relocation of Bags shall not be treated as a Contract Variation.
- f. If after the Contractor has airlifted and spread the Heather Brash, gaps in the coverage of the bare peat remain in the context of the Specification (in the Nominated Officer's opinion), the Contractor must airlift additional Bags to the Works Site and spread these Bags to ensure the bare peat is fully covered in accordance with the Specification. Such relocation of Bags shall not be treated as a Contract Variation.

**5. SPREADING OF HEATHER BRASH AND COLLECTION AND REMOVAL OF EMPTY DUMPY BAGS FROM THE WORKS SITE BY AIRLIFTING**

- a. The Contractor will be required to spread 2400 bags of Heather Brash on areas of bare peat at the Works Site.
- b. The Spreading of the heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**
- c. The collections and removal of empty dumpy bags must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**

**6. PROVIDING GIS RECORDS OF THE SPREAD HEATHER BRASH TO THE AUTHORITY UPON WORKS COMPLETION.**

- a. GIS information relating to the Works will be provided to the Contractor prior to the commencement of the Works.
- b. Contractor employees must be capable of using GPS systems and maps to navigate the Works Sites and undertake the Works in accordance with the Works Plan.
- c. The Contractor must record the bag drops and area coverage of spread Heather Brash with a GPS device and data must be promptly passed to the Nominated Officer.



## **PART C: ITEMISED COSTS**

### **1. GENERAL ITEMS AND PRELIMINARIES**

Please complete the tables below outlining the Tenderers costs for general items and preliminaries associated with the works.

<b>GENERAL ITEMS AND PRELIMINARIES</b>					
<b>1</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate per unit (£'s)</b>	<b>Total Cost (Ex VAT) (£'s)</b>
	Insurance against damage to persons or property (£10,000,000)	Item			
	Provision of GIS data on brash bag drops and brash spreading coverage	Item			
	Any additional items required to meet contractual requirements				
	<b>Total carried forward to collection</b>			<b>Total</b>	

### **2. SUPPLY AND DELIVERY OF HEATHER BRASH**

Please complete the table below outlining the Tenderers costs and rates for the supply and delivery of bags of Heather Brash.

<b>SUPPLY AND DELIVERY OF HEATHER BRASH</b>					
<b>2</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Unit £'s (Ex VAT)</b>	<b>Total Costs £'s (Ex VAT)</b>
	Supply of Donor site documentation and permissions	Item	1		
	Supply and Delivery of bags of Heather Brash	Bag	2400		
				<b>Total carried forward to collection</b>	

### 3. AIRLIFTING AND MARSHALLING OF HEATHER BRASH

Please complete the table below outlining the Tenderers costs for airlifting and marshalling the bags of Heather Brash at the Works Site.

<b>AIRLIFTING AND MARSHALLING OF HEATHER BRASH</b>					
<b>3</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Unit £'s (Ex VAT)</b>	<b>Total Costs £'s (Ex VAT)</b>
3.1	Helicopter Location Fee	<b>Item</b>	<b>1</b>		
3.2	Airlifting of bags of Heather Brash to the Works Site	<b>Bag</b>	<b>2400</b>		
3.3	Marshalling the airlifting operation including individual bag drops	<b>ITEM</b>	<b>1</b>		
3.5	Airlifting & removal of empty dumpy bags from the works site	<b>Bag</b>	<b>2400</b>		
				<b>Total carried forward to collection</b>	

**4. SPREADING OF HEATHER BRASH AND COLLECTION AND PREPERATION  
REMOVAL OF EMPTY DUMPY BAGS FOR REMOVAL FROM THE WORKS  
SITE BY AIRLIFTING**

Please complete the table below outlining the Tenderers costs for spreading of the Heather Brash and collection and preparation of empty dumpy bags for removal from the works site by airlifting

<b>SPREADING OF HEATHER BRASH &amp; COLLECTION OF EMPTY BAGS</b>					
4	Work Required	Unit	Quantity	Rate Per Unit £'s (Ex VAT)	Total Costs £'s (Ex VAT)
4.1	Spreading of Heather Brash	Bag	2400		
4.2	Collection of empty dumpy bags and preparation for removal by airlift	Bag	2400		
				<b>Total carried forward to collection</b>	

**5. TOTALS COLLECTION ALL ITEMS**

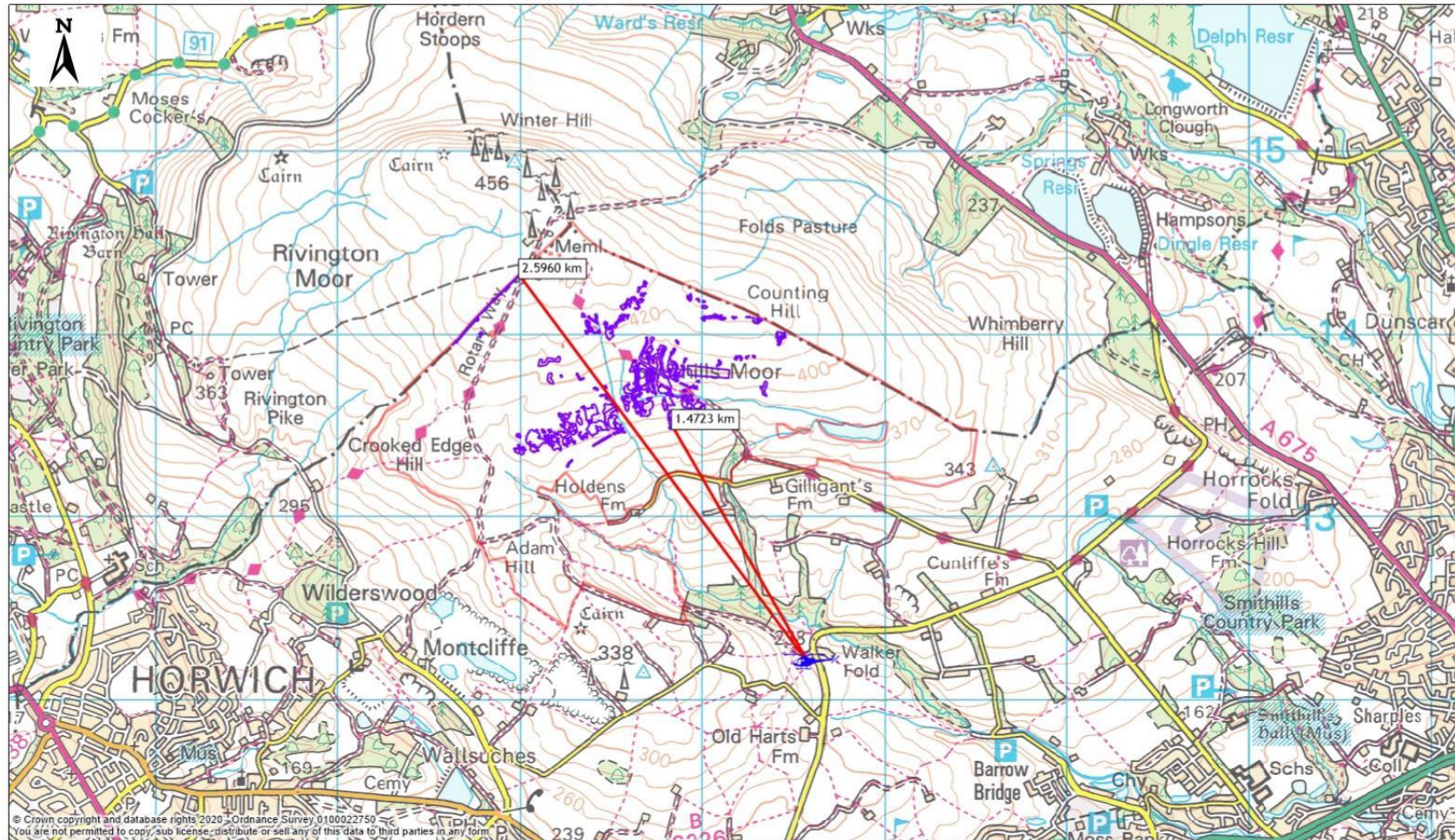
Please complete the table below to total all of the Tenderer's costs associated with the Works

<b>Totals Collection – All Works</b>	<b>Total Cost (Ex VAT) £'s</b>
<b>1. GENERAL ITEMS AND PRELIMINARIES</b>	
<b>2. SUPPLY AND DELIVERY OF HEATHER BRASH</b>	
<b>3. AIRLIFTING AND MARSHALLING OF HEATHER BRASH</b>	
<b>4. SPREADING OF HEATHER BRASH &amp; COLLECTION OF EMPTY BAGS</b>	
<b>GRAND TOTAL</b>	

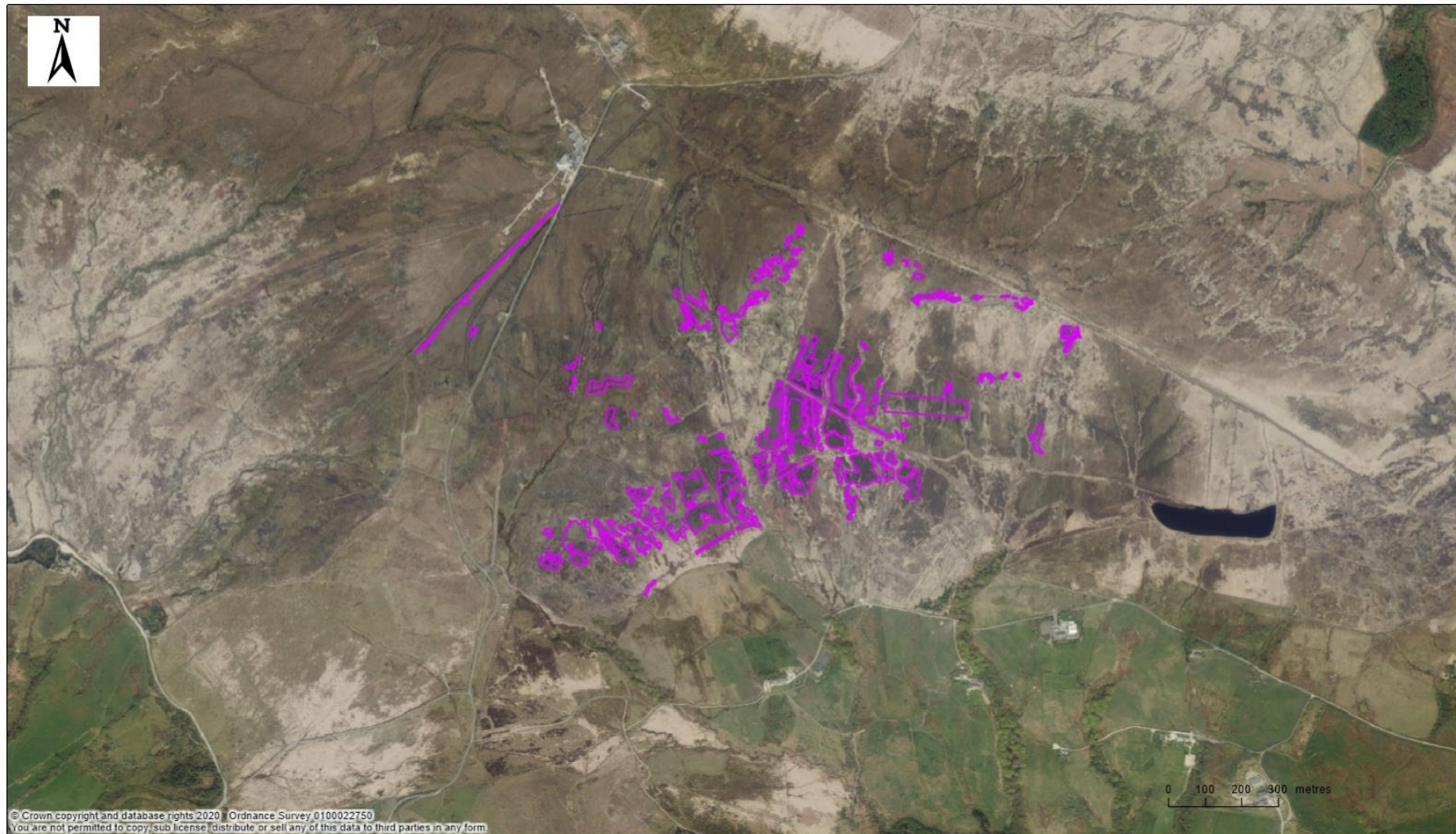





**PART D – LOCATION MAPS – Winter Hill Lift Site (blue helicopter) and bare peat areas (purple polygons)**







Winter Hill Survey Data

 Brash

**APPENDIX 6**  
**WORKS PACKAGE LOT 2**

**Moors for the Future Partnership  
Invitation to tender**

**MFF 104-02 2020-2024  
Supply and Delivery, Airlifting and Spreading  
of Heather Brash on Dean Head**

**CONTENTS**

**SECTION 1:**

**PART A: Contract Objectives**

**PART B: Works Specification**

**PART C: Itemised Costs (Please return all forms in Part D with your tender)**

**PART D: Location Maps**

## **SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS**

### **PART A: CONTRACT OBJECTIVES**

Contractors are invited to tender for heather brash works on **Dean Head**, in connection with the Framework tender **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash**.

This tender is for the complete works including the supply and delivery of Heather Brash, airlifting and marshalling of the Heather Brash to the Works Site and spreading of Heather Brash with clean-up and removal of all Waste Materials from the Works Sites.

The objectives of the Works are to:

- a) Supply and delivery of **250** bags of Heather Brash for the Works which meet the required bio-security standards.
- b) Preparation of the bags of Heather Brash for Airlifting, including supplying all required airlifting equipment.
- c) Airlifting of **500** bags of Heather Brash to locations of bare peat within the Work Site and airlifting bags of Heather brash around the Work Site as necessary to complete the Works.
- d) Marshalling of all airlifting operations, including marshalling of the individual bag drops of Heather Brash in areas of bare peat at the Work Site
- e) Spreading of **500** bags of Heather Brash on bare peat areas within the Work Site, to the standard specified by the Authority.
- f) Collection and removal of empty dumpy bags from the Works Site by airlifting, along with any other waste materials.
- g) Provision of sufficient personnel and equipment to manage all aspects of the Works.
- h) Provision of GPS records of the individual bag drops of heather brash to the Authority, as well as GIS records of the area coverage of the spread Heather Brash.
- i) Provision of written reports and records of the number of Bags dropped in each Work Area to the Authority, as well as dates and timings of airlifting operations and spreading.
- j) Production of and adherence to all health and safety material for the delivery of the Works including and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).



- k) Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Material Deliveries, Site access, helicopter availability, Lift Site requirements
- l) Collection of details about journeys made by all Contractor vehicles (staff travel, deliveries vehicles etc.) in connection with this contract will need to be recorded by the Contractor and provided to the Authority for the carbon audit of the overall project, in accordance with the clause in the detailed conditions.

## **PART B: WORKS SPECIFICATION**

### **1. TIMING OF PROJECT DELIVERY:**

- a. **Works Commencement Date: 16/11/2020**
- b. **Works Completion Date: 31/03/2021**
- c. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- d. **All works must be delivered by the works completion date**
- e. This Contract will run from 16<sup>th</sup> November 2020 to 31<sup>st</sup> March 2021
- f. The Contractor is required to submit with their Tender, for assessment, a Method Statement and Program of Works for the Works.
- g. The Method Statement & Program of Works should include, but is not limited to:
  - i. Equipment to be used
  - ii. Staffing
  - iii. Methods of cutting, delivery, airlifting, brash spreading and clearing waste materials
  - iv. Timings and order of work
  - v. Risk Assessments
- h. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- i. Prior to the Works Commencement Date the Lift & Work Site GIS shapes will be supplied by the Nominated Officer in .GPX or .GPS format if requested.
- j. The Contractor may (prior to the Works Commencement Date) request overview plans of the Works Sites and/or Drop Sites on an aerial photograph which shall promptly be supplied by the Authority.

## **7. SITE DETAILS, SITE ACCESS & ENVIRONMENTAL REQUIREMENTS**

- o. The Dean Head Works Site is located west of Huddersfield and North of Marsden (see location maps)
- p. The Works Site is on open Moorland at high altitude and may include waterlogged areas, deep peat and stream channels.
- q. The Lift Site for the works is unconfirmed at this time, but is proposed to be located in a field near the disused “Grey Stone Quarry” – see location maps.
- a. A map outlining the general location of the Works Site and Lift Site is provided in Part B of this document (location maps and plans).
- b. Access to the works site will be by Helicopter or foot only.
- c. The Contractor must liaise with the Nominated Officer at least 48hrs before requiring initial access to the Work Site, in order that the Landowner and other stakeholders can be advised.
- d. All gates the Contractor passes through must be closed and secured.
- e. Contractor access is to be restricted to daylight hours only during the Contract Period.
- f. The Works Site is unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000
- g. Equipment, machinery and fuels must not be left unattended or remain at the Lift Site or Works Site overnight.
- h. Fuels must be brought on and off the Lift Site as needed during the works. All fuels must be stored in a suitable, secure container and must not be located near to any open watercourse. The type of container used to store fuel and the location that fuel is stored must be agreed with the Nominated officer prior to the start of the Works.
- i. 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.
- j. There is no public vehicular access to the Works Site.

## **8. SUPPLY AND DELIVERY OF HEATHER BRASH**

- a. The Contractor will be required to supply and deliver **250** bags of Heather Brash to the Authority.
- b. The supply and delivery of heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**
- c. The Contractor will be required to obtain and provide evidence of Natural England consent for the cutting operation at the donor site, if the donor site is designated as SSSI.
- d. The Contractor will be required to provide a letter, or other written confirmation, from the owner of the Donor Site confirming all permissions and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land and that if the owner of the Donor Site becomes aware of any such pest or disease, he shall immediately notify the Contractor.
- e. The Contractor will be required to undertake checks for Archaeological remains at the cutting site, provide evidence that the checks have been undertaken and demonstrate through their method statements how they will prevent damage to any Archaeological remains.
- f. The Heather Brash must be delivered to the Lift Site.
- g. Each Bag of Heather Brash shall conform to the following requirements:
  - d. The Heather Brash shall be double chopped consisting of a fragment size of approximately 150-200mm;
  - e. The Heather Brash to be supplied in open top dumpy Bags which will be supplied to the Contractor by the Authority;
  - f. Each Bag must be filled to full capacity.
  - g. If Bags are deemed by the Nominated Officer (in its absolute opinion) not to be full they will be rejected or doubled up with other part empty Bags to be counted as a single Bag. The decision of the Nominated Officer shall be final.
  - h. Each Bag must only contain Heather Brash:
  - i. Bags containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed inappropriate by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
  - j. The Heather Brash must be produced to a suitable standard to withstand potential multiple handling during the Delivery process to the Delivery Site and Lift Site; preparation of Heather Brash for Aerial Works; transport of the Heather Brash to final point of use as underslung load beneath a helicopter and any other process reasonably associated with the use of Heather Brash.
- h. The Contractor must ensure that the bags of heather brash are placed upright upon delivery, so they are ready to be prepared for aerial load lifting. The bags of Heather Brash should not be double stacked.
- i. The contractor must deliver the bags of Heather Brash to the Delivery Site / Lift Site in the manner agreed with the Nominated Officer.

- j. The bags of Heather Brash should be stacked in piles of no more than 100 bags and a clear gap must be left between the piles of bags to enable the Nominated Officer to easily count the delivered bags.

**Donor Site Information**

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	

Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	
Name of Donor Site:	
Will this site be supplying Brash, Bales or Both?	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Natural England Permission Required?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land?	
Has a letter of confirmation that the Donor Site has no known history of pest or disease been provided by the Landowner?	

## **9. AIRLIFTING AND MARSHALLING OF HEATHER BRASH**

- a. The Contractor will be required to Airlift **500** bags of Heather Brash to areas of bare peat at the Works Site.
- b. The Contractor will be required to Marshal all aspects of the airlifting operation including marshalling of the individual bag drops at the Works Site.
- c. The Airlifting and Marshalling of the heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash**.
- d. **The Contractor may be required to aerially load lift the Materials around on a given Works Site. The contractor must at their own cost airlift sufficient Bags of Heather Brash around the Works Site as necessary to complete the Works. This will include where Bags of Heather Brash need to be airlifted to new spreading locations, within that Work Site to cover gaps in the spreading coverage, and/or where**

the Contractor has airlifted too many Bags to a location and the Bags cannot be spread. Such Aerial Works will be on the instigation of the Contractor and shall not be treated as a Contract Variation.

- e. If un-spread bags (including wholly or partially un-spread Bags) of Heather Brash remain on any of the bare peat areas after the bare peat has been fully covered with spread Heather brash in accordance with the Specification, the Contractor will airlift the un-spread bags to a new spreading location agreed by the Nominated Officer. Such relocation of Bags shall not be treated as a Contract Variation.
- f. If after the Contractor has airlifted and spread the Heather Brash, gaps in the coverage of the bare peat remain in the context of the Specification (in the Nominated Officer's opinion), the Contractor must airlift additional Bags to the Works Site and spread these Bags to ensure the bare peat is fully covered in accordance with the Specification. Such relocation of Bags shall not be treated as a Contract Variation.

#### **10. SPREADING OF HEATHER BRASH AND COLLECTION AND REMOVAL OF EMPTY DUMPY BAGS FROM THE WORKS SITE BY AIRLIFTING**

- a. The Contractor will be required to spread 500 bags of Heather Brash on areas of bare peat at the Works Site.
- b. The Spreading of the heather brash for the Works must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**
- c. The collections and removal of empty dumpy bags must meet and be undertaken as per the specifications outlined in the Framework Agreement **MFF 104 2020-2024 Supply and Delivery, Airlifting and Spreading of Heather Brash.**

#### **11. PROVIDING GIS RECORDS OF THE SPREAD HEATHER BRASH TO THE AUTHORITY UPON WORKS COMPLETION.**

- a. GIS information relating to the Works will be provided to the Contractor prior to the commencement of the Works.
- b. Contractor employees must be capable of using GPS systems and maps to navigate the Works Sites and undertake the Works in accordance with the Works Plan.
- c. The Contractor must record the bag drops and area coverage of spread Heather Brash with a GPS device and data must be promptly passed to the Nominated Officer.

## **PART C: ITEMISED COSTS**

### **6. GENERAL ITEMS AND PRELIMINARIES**

Please complete the tables below outlining the Tenderers costs for general items and preliminaries associated with the works.

<b>GENERAL ITEMS AND PRELIMINARIES</b>					
<b>1</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate per unit (£'s)</b>	<b>Total Cost (Ex VAT) (£'s)</b>
	Insurance against damage to persons or property (£10,000,000)	Item			
	Provision of GIS data on brash bag drops and brash spreading coverage	Item			
	Any additional items required to meet contractual requirements				
	<b>Total carried forward to collection</b>			<b>Total</b>	

### **7. SUPPLY AND DELIVERY OF HEATHER BRASH**

Please complete the table below outlining the Tenderers costs and rates for the supply and delivery of bags of Heather Brash.

<b>SUPPLY AND DELIVERY OF HEATHER BRASH</b>					
<b>2</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Unit £'s (Ex VAT)</b>	<b>Total Costs £'s (Ex VAT)</b>
	Supply of Donor site documentation and permissions	Item	1		
	Supply and Delivery of bags of Heather Brash	Bag	250		
				<b>Total carried forward to collection</b>	



## 8. AIRLIFTING AND MARSHALLING OF HEATHER BRASH

Please complete the table below outlining the Tenderers costs for airlifting and marshalling the bags of Heather Brash at the Works Site.

<b>AIRLIFTING AND MARSHALLING OF HEATHER BRASH</b>					
<b>3</b>	<b>Work Required</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Unit £'s (Ex VAT)</b>	<b>Total Costs £'s (Ex VAT)</b>
3.1	Helicopter Location Fee	<b>Item</b>	<b>1</b>		
3.2	Airlifting of bags of Heather Brash to the Works Site	<b>Bag</b>	<b>500</b>		
3.3	Marshalling the airlifting operation including individual bag drops	<b>ITEM</b>	<b>1</b>		
3.5	Airlifting & removal of empty dumpy bags from the works site	<b>Bag</b>	<b>500</b>		
				<b>Total carried forward to collection</b>	

**9. SPREADING OF HEATHER BRASH AND COLLECTION AND PREPERATION  
REMOVAL OF EMPTY DUMPY BAGS FOR REMOVAL FROM THE WORKS  
SITE BY AIRLIFTING**

Please complete the table below outlining the Tenderers costs for spreading of the Heather Brash and collection and preparation of empty dumpy bags for removal from the works site by airlifting

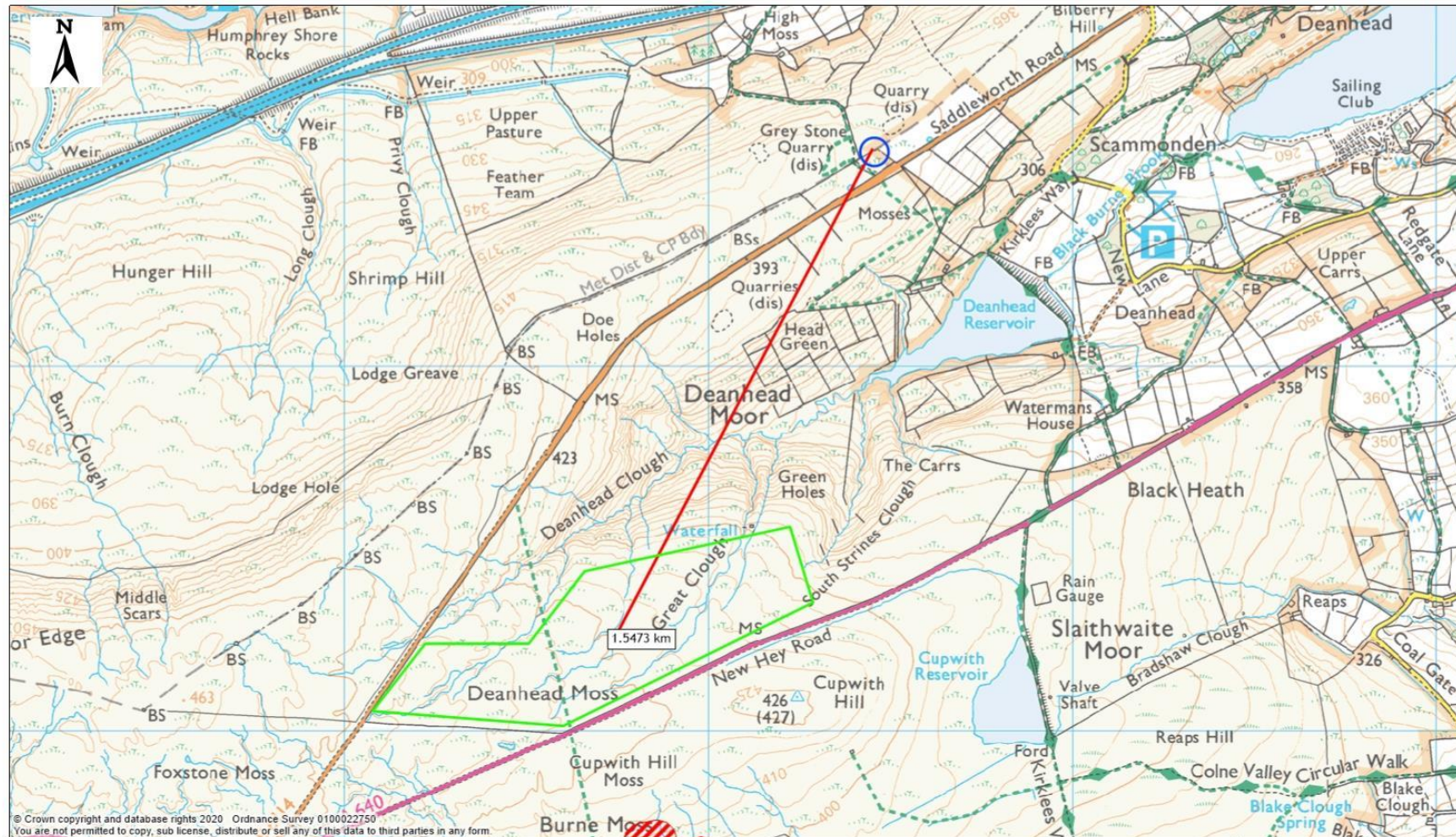
<b>SPREADING OF HEATHER BRASH &amp; COLLECTION OF EMPTY BAGS</b>					
4	Work Required	Unit	Quantity	Rate Per Unit £'s (Ex VAT)	Total Costs £'s (Ex VAT)
4.1	Spreading of Heather Brash	Bag	500		
4.2	Collection of empty dumpy bags and preparation for removal by airlift	Bag	500		
				<b>Total carried forward to collection</b>	

**10. TOTALS COLLECTION ALL ITEMS**

Please complete the table below to total all of the Tenderer's costs associated with the Works

<b>Totals Collection – All Works</b>	<b>Total Cost (Ex VAT) £'s</b>
<b>5. GENERAL ITEMS AND PRELIMINARIES</b>	
<b>6. SUPPLY AND DELIVERY OF HEATHER BRASH</b>	
<b>7. AIRLIFTING AND MARSHALLING OF HEATHER BRASH</b>	
<b>8. SPREADING OF HEATHER BRASH &amp; COLLECTION OF EMPTY BAGS</b>	
<b>GRAND TOTAL</b>	

**PART D – LOCATION MAPS**



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0 100 200 300 metres



Proposed lift site near "Grey Stone Quarry"



Bare Peat areas within the works site



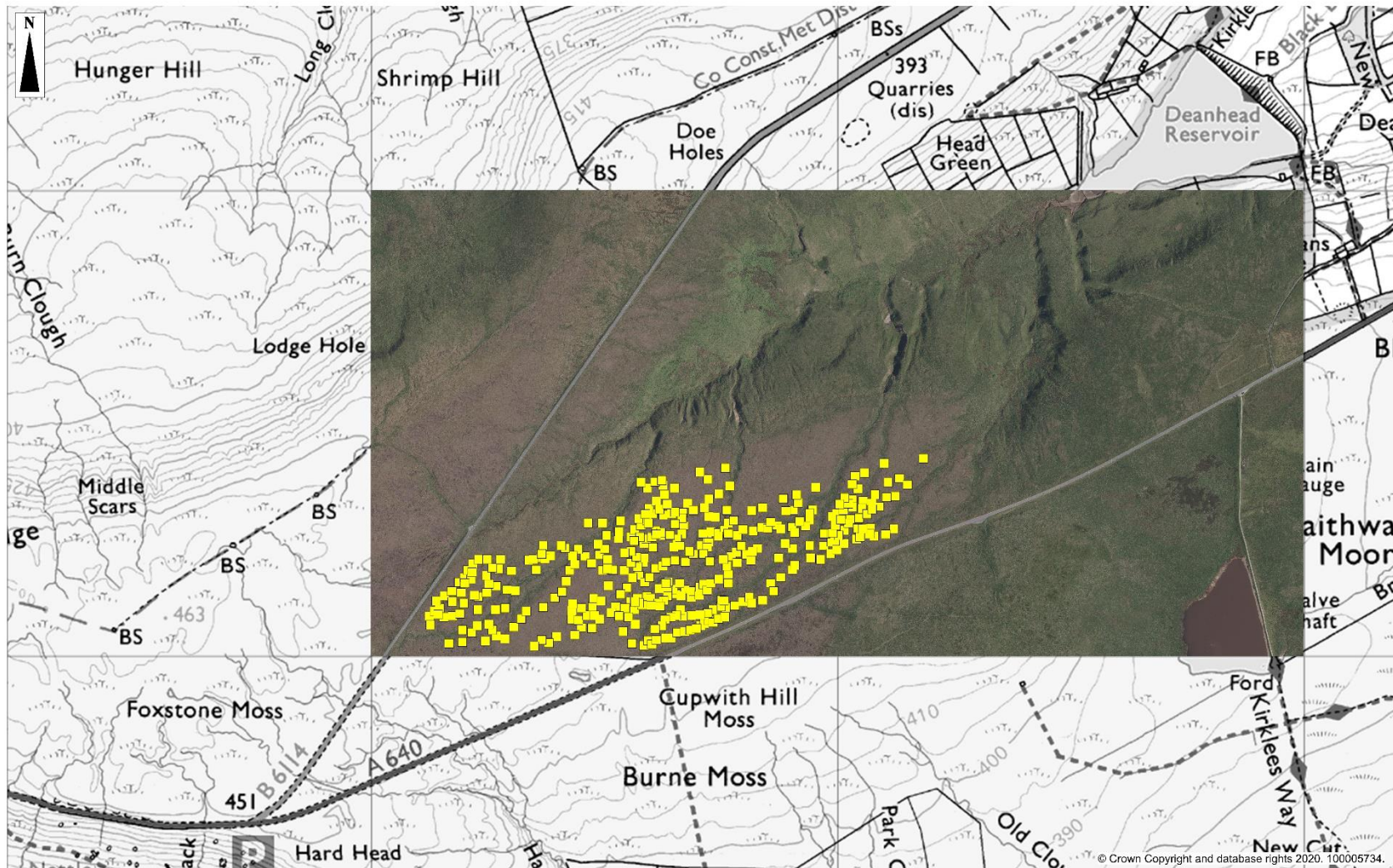
Flight distance

Title:

Date: 08 October 2020


Drawn by: Freestone Jamie





0.15 0 0.15 0.3 0.45  
Kilometres

Scale: 1:7,500

 Brash drop point

