

# **MFF 158 2024-25**

## **Invitation to Tender for Aerial Works**

### **Aerial load lifting of stone cobble at Holcombe Moor**

*Aerial transportation of Materials to a restoration site on the West Pennine Moors*

Prepared by:



Moors for the Future Partnership

Tender Return Date:

**17:00 ON MONDAY 16 DECEMBER 2024**

## Contents

Section I: Contract objectives and detailed conditions .....	4
Part A.....	4
1. Contract objectives .....	4
Part B. Specifications .....	4
1. Timing of Project Delivery:.....	4
2. Programme of Work.....	4
3. Lift Site details.....	5
4. Work Site details.....	5
5. Airlifting of Underslung Loads.....	6
6. Movement of Personnel associated with the works and Public Transport.....	6
7. Movement of Materials .....	6
8. Aerial Filming.....	6
9. Materials Quantities.....	7
Map 1 Lift Site Location.....	8
Map 2 Lift Site aerial photography .....	9
Part C Detailed Conditions.....	11
1. Timing of Works Delivery .....	11
2. Restricted Dates.....	11
3. Delivery, Lift and Work Sites.....	11
4. Temporary Trackway.....	12
5. Transporting materials to the works sites .....	12
6. Marshalling of helicopters.....	13
7. Aerial Transport of people .....	13
8. Aerial Transport Conditions .....	13
9. Quality of Works .....	14
10. Materials Remaining.....	14
11. Programme of Works.....	14
12. Environmental requirements.....	14

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13.	Health and Safety: Principle Contractor.....	15
14.	Health and Safety: All Contractors (including the Principle Contractor) .....	15
15.	Defects Liability .....	16
16.	Geographic Information Systems (GIS) .....	16
17.	Invoices.....	16
18.	Communications and Marketing .....	17
	Part D Itemised Costs.....	17
	Section 2: Instructions on submitting a tender.....	18
	Tender submission requirements and conditions of tender (works) .....	18

## **Section I: Contract objectives and detailed conditions**

### **Part A.**

#### **I. Contract objectives**

- a. The objective of this Contract is aerial transportation of Materials as part of a peatland restoration project to install Stone Dams on Holcombe Moor.
- b. Tenderers are requested to provide rates for all aspects of the Works.
- c. The Aerial Works services will comprise the following tasks:
  - i. Completion of the Works by the Target Completion Date
  - ii. Provision of helicopter pilot and ground crew.
  - iii. Provision of lifting equipment.
  - iv. Coordination with and working in collaboration with the Authorities ground works Contractor to deliver the works, including scheduling of airlifting work
  - v. Airlifting, including preparation, of underslung loads from the Lift Site / Delivery Site to the Work Sites, including marshalling the drops.
  - vi. Movement of personnel from the Lift Site / Delivery Site to the Work Site.
  - vii. Production of and adherence to all health and safety material for the delivery of the Works including; the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
  - viii. 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 and Lift Site requirements.
  - ix. The Authority has already entered contracts for the supply of Stone for these Works.

### **Part B. Specifications**

#### **I. Timing of Project Delivery:**

Anticipated Works delivery periods:

- a. January 2025 to 31 March 2025
- b. Target Completion Date: 15 March 2025
- c. Restricted Dates:
  - i. There may be restricted access for military activities (See Lift Site details).

#### **2. Programme of Work**

- a. The Contractor is required to submit for approval a Method Statement and Programme of Works. These will include but not be limited to:
  - i. Equipment to be used.
  - ii. Staffing.
  - iii. Methods of completing each Works task.
  - iv. Timings and order of Works.
  - v. Coordination with and working in collaboration with the Authorities ground works Contractor.
  - vi. Risk Assessments.
- b. The Programme of Works will be confirmed with the successful Tenderer at the Pre-contract Meeting.
- c. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works. In the event that the Contractor is in breach of this provision (save where such breach arises

#### **MFF 158 2024-25 Aerial Works**

wholly from the negligence of the Authority or its contractors) the Authority reserves the right to treat such breach as a material breach for the purposes of Section 3 Clause 21 of the standard conditions.

- d. The Authority may vary such Programme of Works on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 48 hours prior notice. Any such variation shall not be treated as a Contract Variation.

### 3. Lift Site details

- a. **Lift Site Name:** Holcombe Moor Training Camp
- b. **Description of Lift Site location:** The Lift Site is located along a track running north from the MOD training camp adjacent to an area of hard standing. Within the MOD training facility, there is a helipad which can be used for refuelling and storing the helicopter and welfare facilities available. The helicopter can be left overnight within the MOD compound subject to agreement from the MOD.
- c. There are public rights of way through the training camp, but not adjacent to or through the Lift Site. MOD staff and estate managers will need access to remain clear along the road that runs through the lift site.
- d. **Specified Access points/routes:** Access to the Lift Site is via tarmac road and track through the MOD Training Camp. The training camp is accessed from the A676 Bolton Road.
- e. **Access Restrictions:** The access to the Lift Site requires sign in and out at the MOD Training Camp gate. Access will be agreed between MFFP, MOD and the Contractor. At the time of writing the use of the Lift Site is subject to agreement with external stakeholders
- f. **Lift Site Surface:** Stone track and hard standing.
- g. **Public Rights of Way / Footpaths:** There are public rights of way through the training camp, but not adjacent to or through the Lift Site. There is a PROW on the flight line and the Works Site and moorland is open access land with some desire lines.
- h. **Vehicles allowed on Lift Sites:** Access to the lift site is presumed suitable for all vehicle types except artic lorries.
- i. **Hazards associated with the Lift Site:** The lift site is within a Danger Area that functions as an overshoot for the training camp. No airlifting will take place on days when training events are planned.
- j. **SSSI:** No.
- k. **Storage of Materials allowed at Lift Site:** Yes.
- l. **Helicopter refuelling permitted:** Yes.
- m. **Traffic management required:** No.

### 4. Work Site details

- a. The Work Site is at Holcombe Moor (Approximate site centre SD761193).
- b. The Work Site is at high altitude and may include waterlogged areas, uneven ground, steep slopes, soft ground, deep gullies and stream channels.
- c. The Work Site is in Open Access land (pursuant to CRow Act 2000) Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present at the Site.

- d. There are a public footpaths between the Lift Site and Work Site.
- e. The table in Materials Quantities and maps below for the quantities and locations.

## 5. Airlifting of Underslung Loads

- a. This section covers the requirement for underslung load Works.
- b. Aerial load lifting of Materials from a Lift Site to a Works Site.
- c. The Contractor will be responsible for identifying a safe method of transporting all Loads from the Lift Site to the Works Site and will supply all Equipment and Machinery required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- d. The Contractor will fasten and secure all Equipment to the loads required to transport the Loads from the Lift Site to the Works Site.
- e. The method of preparation and airlifting of the Materials is at the discretion of the Contractor but each flight should be to the maximum capacity of the helicopter.
- f. Coordination with and working in collaboration with the Authorities ground works Contractor to deliver the works, including scheduling of airlifting work. Unless otherwise specified the Authority's ground works Contractor will provide personnel for marshalling members of the public. The aerial works contractor must provide a member of staff to receive material drops.
- g. The Contractor will provide personnel to undertake refuelling of the Helicopter

## 6. Movement of Personnel associated with the works and Public Transport

- a. The Contractor may be required to provide aerial transportation of Task Specialists from a Lift Site to a Works Site or movement from one Works Site to another Work Site.
- b. The Contractor may be required to transport guests of MFF from a Lift Site to a Works Site for the purpose of Site visits.
- c. The Contractor will be required to provide proof of any relevant certification/ licences/ insurances required to carry personnel.
- d. 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.

## 7. Movement of Materials

- a. The following weights are typical for each of the following types of Materials being lifted;
  - i. One Load of Stone – 750kg (as a Stone dam unit is required to be 750kg)
  - ii. This information is provided for information purposes only and may not be relied upon.

## 8. Aerial Filming

- a. The Contractor may be required to provide aerial transport for the purpose of carrying out aerial filming of MFFP Work Sites.

9. Materials Quantities

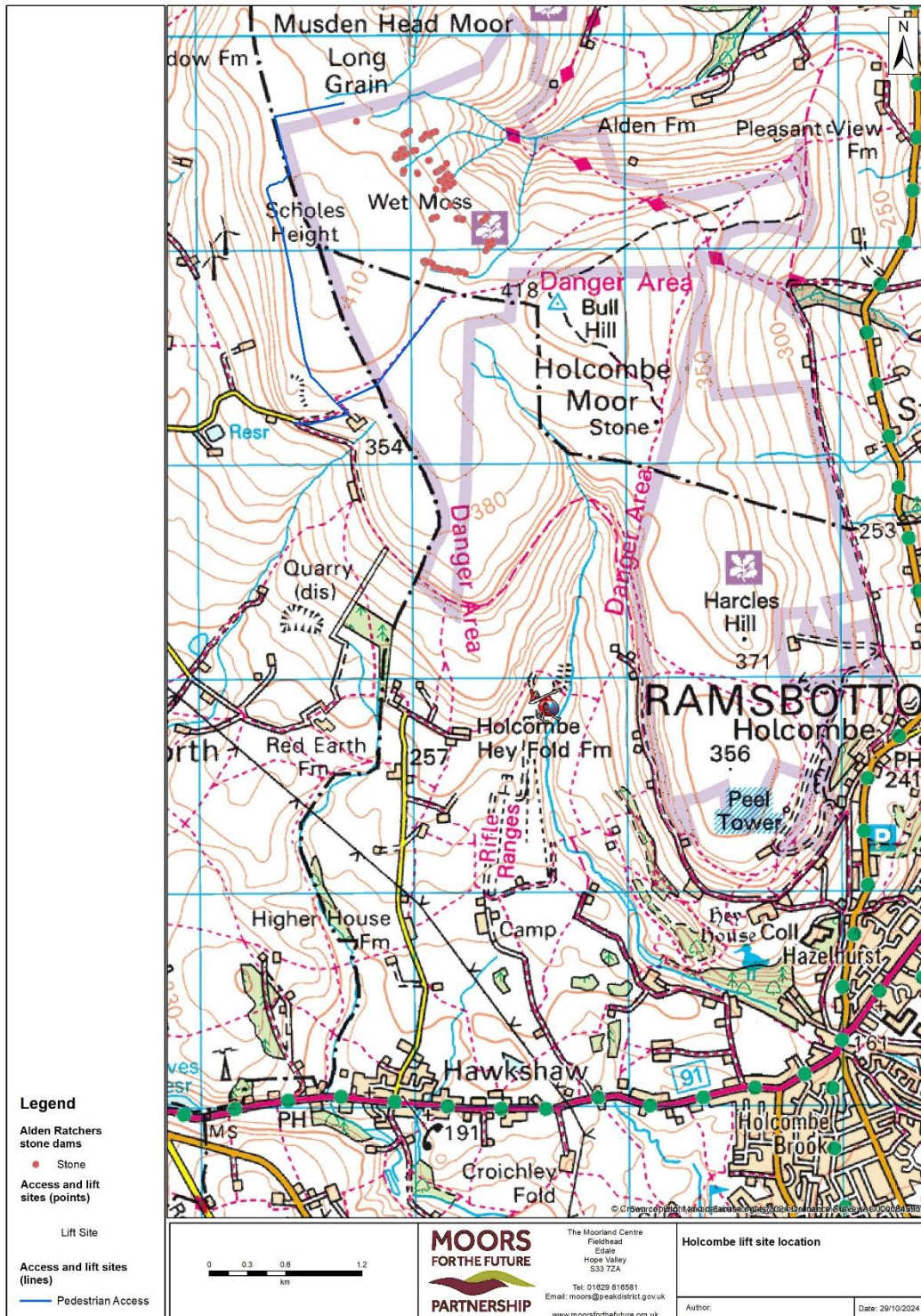
- a. Please see the table below for total quantities for airlifting.

<b>Material</b>	<b>Delivery Year</b>	<b>Quantity (units)</b>	<b>Quantity (tonnes)</b>	<b>Average flight distance (km)</b>
Gully blocking stone (750 kg units)	2024-25	530 dam units (104 dams)	398	2.4 (min. 2.0, max. 2.9)

- b. All Materials must be transported to the Work Site. No Materials are to remain at the Lift Site.
- c. The Contractor is required to provide equipment for airlifting underslung loads. The method of preparation and airlifting of the Materials is at the discretion of the Contractor but each flight should be to the maximum capacity of the helicopter.



**Map 1 Lift Site Location**





## Map 2 Lift Site aerial photography





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## **Part C Detailed Conditions**

### **1. Timing of Works Delivery**

- 1.1. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- 1.2. The Program of Works will be confirmed with the successful Tenderer at the Pre-contract meeting.
- 1.3. Notice of at least two weeks must be given to the Nominated Officer before commencement of the Works.

### **2. Restricted Dates**

- 2.1. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- 2.2. The Contractor will be informed of the Restricted Dates at the Pre-contract meeting.
- 2.3. 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 12** of this Section and the Standard Conditions. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.

### **3. Delivery, Lift and Work Sites**

- 3.1. The Contractor will be responsible for all aspects of the Delivery Lift and Work Sites. These are to include, but not limited to, Traffic Management, Site security, H&S considerations, damage to the Site and surrounding areas, safety of its staff and members of the public and any other considerations that may be identified by the Nominated Officer, or considerations under CDM 2015.
- 3.2. The Contractor is responsible for ensuring that the Site and any Access Track are made safe to persons and property for the duration of the Contract
- 3.3. The Sites are unsecured with access to the public. Equipment and machines and tools may be left unattended or remain on the Site overnight at the Contractor's own risk, but only in locations to be agreed with by the Nominated Officer.
- 3.4. The Contractor must ensure that any access routes remain open to the public and any other legitimate users.
- 3.5. Due consideration must be taken when dealing with the public and other legitimate users on an open area. The Contractor must put in place and ensure there is always suitable and sufficient site safety and signage.
- 3.6. The Contractor shall not damage or permit damage to any Site. 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 from the Site or by the Contract Completion Date, whichever is soonest. The Contractor shall rectify all damage at his own expense and to the absolute satisfaction of the Nominated Officer.
- 3.7. The Site(s) is to be kept in a neat and tidy condition commensurate with its use as a temporary site within a SSSI area and the South Pennines Special Area of Conservation.
- 3.8. The Nominated Officer shall give instructions to the Contractor before the Works Commencement Date as to extent of land at the relevant Delivery or Lift Site(s) that may be used in connection with the Works (including, if applicable provision of a copy of any permissions granting use of the Lift Site(s)). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all sub-contractors are notified of and comply with the same.

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- 3.9. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the relevant Site, in order that the Landowner and other stakeholders can be advised.

#### **4. Temporary Trackway**

- 4.1. The Authority will hold a supply Contract for all temporary trackway (“Trackway”) required for all Delivery Site and Lift Site areas.
- 4.2. 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.
- 4.3. 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.
- 4.4. No Contractor vehicles, or associated works vehicles, are allowed off the track or Trackway on to the surrounding vegetation.
- 4.5. 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).

#### **5. Transporting materials to the works sites**

- 5.1. The Contractor will be responsible for identifying a safe method of transporting all Loads from the Lift Site to the Works Site and supply all Equipment and Machinery required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- 5.2. The Contractor will fasten and secure all Equipment to the loads required to transport the Loads from the Lift Site to the Works Site.
- 5.3. It is the Contractor’s responsibility to ensure that the method and any Equipment and Machinery used to transport loads is suitable and safe.
- 5.4. The Contractor will detail in their RAMS the means and methodology for the transport of the Materials and Marshalling the Lift/ Drop Sites. This must detail any Equipment or Machinery or airlifting equipment to be used and provide information on the safe working load or manufacturer’s specification.
- 5.5. Any amendments in the Method Statement must be agreed, in writing, by the Nominated Officer and a new Method Statement submitted by the Contractor.
- 5.6. Any loads deemed not suitable for transportation by the Contractor **MUST NOT** be transported and must be indicated to the Nominated Officer at the end of the working day.
- 5.7. When transporting Materials, Equipment and Machinery to and from the Delivery, Lift and Works Sites and within the Sites the Contractor will seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc.).

- 5.8. Removal of Equipment and Machinery from the Works Sites shall remain the responsibility and liability of the Contractor.
- 5.9. Equipment and Machinery movement on the Works Sites should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date.
- 5.10. Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach Work Sites.

## **6. Marshalling of helicopters**

- 6.1. The Groundworks Contractor is responsible for Marshalling helicopter operations at the Lift Sites and Drop Sites including Marshalling members of the public and will provide sufficient personnel to do this.
- 6.2. The Authority at its option may remove the responsibility for marshalling members of the public at the Lift Sites from the Contractor and provide Authority staff for marshalling.

## **7. Aerial Transport of people**

### **7.1. Task Specialist aerial transport**

- 7.1.1. It may be necessary to aurally transport Personnel associated with the Works.
- 7.1.2. 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.
- 7.1.3. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.

### **7.2. Public transport flying (AOC)**

- 7.2.1. It may be necessary to conduct public transport flying. All public to be lifted on to Sites must be briefed by the Contractor.
- 7.2.2. Pilots must have a Commercial Pilots Licence.
- 7.2.3. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.
- 7.2.4. The Contractor or sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.

## **8. Aerial Transport Conditions**

- 8.1. Downtime Expenses will be paid for whole of 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).
- 8.2. Where the Contractor, having received such notice from the Nominated Officer, is able to work on any related (or unrelated) contract for such period of the suspension of the Works, Downtime Expenses shall not be payable for such period and the Contractor shall confirm in writing to the Nominated Officer that such alternative work has not been carried out.
- 8.3. The suitability of flying conditions for whatever reason remains with the Contractor or Sub-Contractor undertaking the aerial work.
- 8.4. The Contractor or sub-contractor undertaking the Aerial Transport must undertake such works on every day of the Contract Period from the Works Commencement Date subject to:-
  - 8.4.1. Availability of Materials for Aerial Transport at the Lift Site;
  - 8.4.2. Suitable weather conditions;
  - 8.4.3. Health and safety considerations.

## **9. Quality of Works**

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

## **10. Materials Remaining**

- 10.1. In the event that, following airlifting of the Materials in accordance with the Specification, Materials remain unused at any Site, the Contractor shall notify the Nominated Officer and (subject to the Nominated Officer's prior approval) the Contractor shall airlift remaining Material to, in accordance with the Specification, such locations as shall be agreed by the Nominated Officer. The Airlifting of such Materials shall not be treated as a Contract Variation and the Contractor shall not be entitled to any costs in relation to such works.

## **11. Programme of Works**

- 11.1. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works and are completed by the Target Completion Date in each Contract. Any delay may also have an impact on other Authority projects and contracts. In the event that the Contractor is in breach of this provision the Authority reserves the right to treat such breach as an actionable breach.
- 11.2. The Contractor shall carry out the Works on particular Works Sites in the order notified to the Contractor by the Nominated Officer ("the Works Sites Schedule"). The Works Site Schedule is not confirmed at this time and may not be in a logical geographical order. The Works Sites Schedule shall be determined by the Nominated Officer having due regard to landowner consents, shooting dates and other constraints and shall be notified to the Contractor by the Nominated Officer at the pre-contract meeting.
- 11.3. The Programme of Works (including the Works Sites Schedule) will be notified to the Tenderer at the Pre-contract meeting and shall form part of the Contract.
- 11.4. The Authority may vary such Works Sites Schedules on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 72 hours prior notice. Any such variation shall not be treated as a Contract Variation.

## **12. Environmental requirements**

- 12.1. All Works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- 12.2. The Contractor shall not damage or permit damage of any areas allocated for the Sites, and Access Tracks. 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.
- 12.3. 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.
- 12.4. 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.

- 12.5. 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.
- 12.6. Removal of Waste Materials and any other Materials from the Sites, Access Tracks remain the responsibility of the Contractor. For the purposes of this clause only all Stone in relation to the Works shall not be treated as Waste Materials. The removal of Stone is dealt with pursuant to Clause 19 of this Section.

### **13. Health and Safety: Principle Contractor**

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

### **14. Health and Safety: All Contractors (including the Principle Contractor)**

- 14.1. Method Statements supplied with the Tender will need to be approved by the Nominated Officer. Method Statements should include operational Risks Assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.
- 14.2. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
- 14.3. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
- 14.4. Material Safety Data sheets, if required.
- 14.5. A copy of his Health and Safety Policy which is issued to his employees.
- 14.6. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
- 14.7. Prior to commencing any Works, the Contractor(s) will submit any alterations to the Method Statements that may be necessary, for the approval of the Principle Contractor.

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- 14.8. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.
- 14.9. Potential Hazards Associated with the Works
- 14.10. The Contractor should identify all potential hazards associated with the Works and provide risk assessments and Method Statements for the mitigation of these with the Tender Return.
- 14.11. Once the site(s) are known and contracts awarded, site-specific Method Statements must be provided to the Principle Contractor. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.

## **15. Defects Liability**

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

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

- 16.1. The Nominated Officer will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- 16.2. The Tenderer must specify at pre-start meeting their GPS Co-ordinate Reference System (CRS) requirements.
- a. Moors for the Future use ArcGIS and the CRS British National Grid (BNG EPSG: 27700). If the Tenderer does not specify a system then Moors for the Future shall send GIS information to the Contractor in Shape file format and the CRS British National Grid.
- 16.3. 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.
- a. If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, then Moors for the Future 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.
- b. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction.
- c. If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, then Moors for the Future may, at their discretion, charge the Contractor up to £70 per hour (or part thereof) of time spent per MFF or PDNPA Officer involved in re-submitting this information (being reasonable associated costs) to re-supply the GIS Information.

## **17. Invoices**

- 17.1. All Invoices received by the Authority must include the PDNPA Purchase Order number on the Invoice. Failure to do so will result in a request by the Authority for a re-submitted invoice with the PO number on it. This may delay payment.
- 17.2. 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



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## **18. Communications and Marketing**

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

## **Part D Itemised Costs**

- I. Please fill in the attached spreadsheet Part D Itemised Costs.

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## Section 2: Instructions on submitting a tender

Tender submission requirements and conditions of tender (works)

### 1. Summary

Tenders should be submitted in accordance with the following instructions and submitted alongside the following items on the tender return checklist:

**Tenders** will be evaluated against the provision of these items as set out in Clause 13 and summarised below.

- Price (80% of the total score value);
  - Quality criteria (20% of the total score value): Provision of a methodology and programme of works detailing how the Tenderer will meet the Contract Objectives and Specifications.
- 
- Part D Itemised Costs spreadsheet xls and pdf
  - Appendix 1 Form of Tender
  - Appendix 2 Tender questionnaire (which includes the provision of documentation relating to Quality Criteria applied to the Tender – see paragraph 13 below.
  - Appendix 3 Non-collusive tendering certificate
  - Proof of insurance as requested in Section 3
  - Risk Assessments (generic)
  - Provision of a methodology and programme of works detailing how the Tenderer will meet the Contract Objectives and Specifications, for each individual works package being tendered for (20% of the total score value).

### 2. Invitation to Tender (ITT)

The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Works. The Works required are set out in the Specification.

### 3. Basis of Tenders

Tenders are being invited on an open award procedure.

### 4. Contract Period

Tenders are invited for the period of a single task.

### 5. Tenderers to visit

Tenderers are invited to visit the Site(s) to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so before submitting a Tender.

### 6. 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.

## **7. 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.

- 7.1. Any queries concerning the information contained in this specification should be sent by email to: Dewi Jackson and Fiona Draisey  
Email: [dewi.jackson@peakdistrict.gov.uk](mailto:dewi.jackson@peakdistrict.gov.uk)  
Email: [fiona.draisey@peakdistrict.gov.uk](mailto:fiona.draisey@peakdistrict.gov.uk)
- 7.2. 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.
- 7.3. 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.

## **8. 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.

## **9. 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.

## **10. Period of Validity**

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

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

11.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON MONDAY 16 DECEMBER 2024.**

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

11.3. Tenders submitted electronically:

- 11.3.1. 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.

- 11.4. 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.
- 11.4.1. The Tender shall be made on the Form of Tender at **Appendix 3**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:
- 11.4.1.1. Tender Questionnaire at **Appendix 1** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein
  - 11.4.1.2. Non-collusive tendering certificate at **Appendix 2** signed on behalf of the Tenderer and submitted to us in pdf format;
  - 11.4.1.3. Itemised costs as detailed within **Section 1 Part D**;
  - 11.4.1.4. Details of any part of the Works to be sub-contracted;
  - 11.4.1.5. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
  - 11.4.1.6. Any other information requested in the ITT.

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

**By **1700 on Monday 16 December 2024** (the Tender Return Date)**

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

**REF: MFF 158 2024-25**

**All attachments must be in pdf form and both pdf and xls in the case of the Itemised Costs**

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

- 11.5. A decision on which Tenderer to award the contract is expected to be made during the week commencing **16 December 2024**.
- 11.6. 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.
- 11.7. 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.
- 11.8. No tender received after the deadline for receipt of tenders stipulated above shall be considered **under any circumstances**.

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- 11.9. 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.
- 11.10. The successful Tenderer will be required to enter into the Form of Contract to be provided at each mini competition.
- 11.11. Qualified tenders are not permitted and will be rejected.
- 11.12. 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.

## **12. Basis of Tender**

- 12.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
- 12.2. 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.
- 12.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 12.4. 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.

## **13. Sub-contracting**

- 13.1. 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.

## **14. Tender Evaluation**

- 14.1 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
    - Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.
- 14.2 The successful Tenderer will be selected based on an evaluation using the criteria set out below:
1. Price (80% of the total score value);
    - $80 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$

2. Quality criteria (20% of the total score value): Provision of a methodology and programme of works detailing how the Tenderer will meet the Contract Objectives and Specifications.

Criteria	Weighting	Evaluation Criteria
Price	80%	$80 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria	20%	4 x score (see table below)

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

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

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

Rejected or eliminated tenders will not be scored.

## 15. Award of Contract

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

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## **16. Obligations**

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

## **17. Accuracy**

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

## **18. Confidentiality**

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

## **19. Canvassing**

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

## **20. Transparency**

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

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