

MOORS FOR THE FUTURE PARTNERSHIP

INVITATION TO TENDER FOR SUPPLIES AND SERVICES:

MFF120 2020 - 21 MoorCarbon Aerial application of lime, seed and fertiliser

**Various Sites,
Peak District National Park and South Pennines**

**TENDER RETURN DATE:
Monday 25th January 2021
at 13.00**

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.



SECTION 1

PROJECT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS

PART A – CONTRACT OBJECTIVES

This Project aims to restore areas of moorland within the Peak District National Park and South Pennines. Specifically, this contract relates to the application of lime, fertiliser and a seed mix to areas of bare peat in order to aid the re-establishment of native moorland vegetation.

1. The objectives of this Contract are:
 - a. the application by helicopter of all Lime, Seed and Fertiliser (the Materials) to areas of moorland in the Peak District National Park and South Pennines SAC within the prescribed time and at the prescribed rates listed in this Invitation to Tender.
 - b. to store and deliver to the Lift Site(s) all Materials being:
 - i. Lime – granulated Lime Fertiliser.
 - ii. Fertiliser – two varieties of NPK fertiliser hereafter differentiated when required as Initial Fertiliser and Maintenance Fertiliser.
 - iii. Seed – a nurse crop seed mix.
 - iv. More detailed specifications and indicative quantities of all Materials are provided in this Invitation to Tender.
 - c. to procure all Lime and Fertiliser required for the Works.
2. The Contract has the following sub-objectives:
 - a. Production of and adherence to all health and safety material for the delivery of the Works and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
 - b. Clear communication with the Authority prior to and during the course of the Works.
 - c. Provision of a GPS record of completed Works.
3. The supply of the Seed is the subject of a separate contract.
4. The Works Sites for the purposes of this Tender shall consist of approximately **113 hectares** (ha) of moorland to be treated over the Contract Period.
5. The quantities of Materials to be applied are indicative only in this Invitation to Tender. Tenderers should note that the actual quantities required will be called off at the appropriate time using a Purchase Order Form and no Contract will be formed without a Purchase Order Form issued by the Nominated Officer.
6. Contracts will be issued for works delivery between February and March 2021.
 - a. Works Start Date: 10th February 2021
 - b. Target Works Completion Date: 21st March 2021
7. Tenderers are requested to provide to the Authority with the Tender return for evaluation:
 - a. Itemised Costs for the Works.
 - b. All relevant supporting information.
8. For the avoidance of doubt the Contract shall only relate to Works confirmed by the Authority by way of a Purchase Order Form.

PART B – DETAILED SPECIFICATION OF THE SUPPLIES AND SERVICES

1. Materials

1.1. Granulated Lime – ‘Lime’

- a. The application rate is **1000 kg per ha** for all Works Sites, unless stated otherwise by the Nominated Officer.
- b. Tenderers should specify the type of Lime in the Itemised Costs. Other types of lime that are suitable for the Authority’s requirements may also be recommended in the Itemised Costs.

1.2. N:P:K Fertiliser – ‘Fertiliser’

There are two N:P:K Fertiliser compositions required; one for the initial application in association with seed (‘Initial Fertiliser’) and one for the follow up maintenance application(s) (‘Maintenance Fertiliser’). These must be clearly marked and should be kept separate (see **Part B, Section 3**). The application rates are required to achieve an application ratio of:

- a. Initial Fertiliser: 40 kg N 120 kg P₂O₅ 60 kg K₂O per ha.
- b. Maintenance Fertiliser: 40 kg N 60 kg P₂O₅ 60 kg K₂O per ha.

1.3. Nurse Crop Grass Seed Mix - ‘Seed’

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

Moorland amenity grasses

- i. Perennial rye-grass (*Lolium perenne*) – 3 varieties.
- ii. Fine-leaved sheep’s fescue (*Festuca longifolia*)
- iii. Sheep’s fescue (*Festuca ovina*)
- iv. Highland bent – (*Agrostis castellana*).

Additional species

- i. Wavy-hair grass (*Deschampsia flexuosa*).

2. Supply

- 2.1. The Contractor is responsible for the supply of all Lime and Fertiliser required for the Works.
- 2.2. Seed will be supplied by the Authority and will be packaged as follows:
 - a. Within lined dumpy bags of 500 kg.
 - b. Palletised.
 - c. Shrink-wrapped in weatherproof packaging capable of withstanding a short period of bad weather.

3. Storage and delivery of Materials

- 3.1. All Materials will be stored by the Contractor at the Contractor’s cost following their receipt by the Contractor pursuant to a Purchase Order, until application of the Materials on the Works Sites as required.
- 3.2. The Contractor is responsible for sourcing and / or subcontracting the use of Storage Sites to hold the Materials prior to delivery to the Lift Sites.
 - a. Moors for the Future have previously used local storage facilities on previous Contracts and the Nominated Officer can provide the Tenderers with this information if required.
- 3.3. In the case of the Seed, the Contractor shall inform the Nominated Officer of the quantities to be delivered to each Storage Site. The Authority shall then purchase the Seed and arrange for its delivery to the Storage Site(s) with the Contractor.
- 3.4. Bags of Initial Fertiliser and Maintenance Fertiliser must be clearly marked as such and stored separately to ensure correct material is used.

- 3.5. The Contractor must ensure as a minimum standard that any Storage Site is secure and wind and watertight and ensures that all Materials remain fit for purpose at all times until the Works Commencement Date for each Works Period for carrying out and completing each of the Works Periods.
- 3.6. The Tenderer must satisfy itself that the vehicle chosen for the forwarding of Material from the Storage Site can reach the Lift Sites.
- 3.7. The Contractor shall arrange for the appropriate quantities of Material to be forwarded to the Lift Site(s) in preparation for aerial application.
- 3.8. Once procured—or in the case of Seed, once delivered to the Contractor—all responsibility for the Material remains with the Contractor until it has transferred and applied the Material to a Works Site to the satisfaction of the Nominated Officer. For the avoidance of doubt the Authority retains at all times all right title and interest in the Seed and all right title and interest in the Lime and Fertiliser shall transfer to the Authority upon payment of the relevant invoice.

4. Techniques

- 4.1. It is the responsibility of the Contractors to ensure they can supply all Equipment required to complete the Works. The Contractor must be capable of getting this required Equipment to the Lift Site.
- 4.2. At each Works Site the work schedule shall follow the same basic pattern, specifically:
 - a. When Initial NPK Fertiliser is to be applied:
 - i. The Lime must be applied first at a rate of 1000 kg per hectare.
 - ii. Seed will then be applied at a rate of 50kg per hectare.
 - iii. The NPK Fertiliser should be applied ideally two weeks after the Seed has been applied, and ideally no sooner than four weeks after the application of Lime.
 - b. When Maintenance NPK Fertiliser is to be applied the Lime and NPK Fertiliser can be applied simultaneously.
 - i. The Lime must be applied at a rate of 1000 kg per hectare.
 - ii. The NPK Fertiliser must be applied at a rate to achieve the desired outcome. This can be applied at the same period as the Lime.
- 4.3. Target Completion Dates for Lime and Fertiliser application works are given for each Works Period in the Itemised Costs.

5. Material Quantities

- 5.1. The Authority will require the treatment of approximately **107 ha** in total over the **Contract Period**.
 - a. **Lime application** will be required on **107 ha** in total at a rate of 1 tonne per ha. The total weight of Lime to be applied is, therefore, approximately **115.25 tonnes** (including a 2% contingency)
 - b. **Seed application** will be required on **61 ha** in total, at a rate of 0.05 tonnes per ha (50 kg per ha). The total weight of Seed to be applied is, therefore, approximately **3.36 tonnes** (including a 10% contingency)
 - c. **Initial Fertiliser application** will be required on **44 ha** in total, at a rate of 0.22 tonnes per ha. The total weight of Initial Fertiliser to be applied is, therefore, approximately **9.87 tonnes (rounded up to nearest 10 kg)**. (including the 2% contingency)
 - d. **Maintenance Fertiliser application** will be required on **46 ha** in total, at a rate of 0.16 tonnes per ha. The total weight of Maintenance Fertiliser to be spread over the contract period is, therefore, approximately **7.51 tonnes (rounded up to nearest 10kg)**. (including the 2% contingency)

5.2 Exact quantities and Sites will be confirmed by Purchase Order.

6. Sites

6.1. **Lift Sites**

The Lift Sites specified below shall be used for the planned Works. The areas in which the Materials are to be applied (the Works Sites) may be served by more than one Lift Site, or a single Lift Site may serve multiple Works Sites. See **Section 3** and the Location Maps in **Appendix 1** for clarification. The Nominated Officer may impose conditions on any Lift Site.

On some Lift Sites it is permissible to store Materials. This is indicated in the individual description for each Lift Site as given below.

Under NO circumstances must Fuel be stored unattended at any Lift Site.

a. Buckton Quarry (Grid Ref: SD 990 016) – STORAGE PERMITTED

The Lift Site is in a quarry accessed via a minor road near Mossley. The exact location of the Lift Site within the quarry is to be confirmed.

b. Walker Fold Carpark (Grid ref: SD6759312200) – LIMITED STORAGE

There is public access to other areas of the car park, but the footpaths are managed by the Woodland Trust when in use. The lift site is accessed from Walker Fold Road and is covered in polyethylene grass reinforcement mat, which must be protected from damage using temporary trackway while in use. **This is the responsibility of the contractor.** The matting has a tensile strength of approximately 19 kN/m². Storage of materials is not advised unless adequate security measures are in place.

Definitions of storage

- **NO STORAGE:** Save where expressly permitted NO Materials may remain at the Lift Site while the Lift Site is unattended. The Contractor must make arrangements to remove any unused Materials to a safe location at the end of each day.
- **LIMITED STORAGE:** the Contractor should aim to have at the Lift Site only enough Materials to complete the day's work, but if the Works have to be stopped unexpectedly due to a Force Majeure Event, then the Contractor may, at their own risk, keep the rest of that day's Materials on site. The Contractor must not stockpile Materials for several days' work. The Contractor must take reasonable precautions to protect the Materials from damage or loss.
- **STORAGE PERMITTED:** Where storage is expressly permitted at a Lift Site the Contractor may, at their own risk, stockpile several days' worth of Materials at the Lift Site. The Contractor must take reasonable precautions to protect the Materials from damage or loss.

6.2. Works Sites

The treatment(s) to be carried out at each Work Site are specified in **Section 1 Part D** of this Tender documentation (Itemised Costs), and referred to in the Location Maps in **Appendix 1**.

Works Site	Corresponding Lift Site
Winter Hill	Walker Fold Carpark
Stalybridge	Buckton Vale Quarry

6.3. **Appendix 1** details the Location Maps for the Works. Location Map 1 shows an overview of the Sites.

PART C – DETAILED CONDITIONS

1. Timing of Project Delivery

The Works will be undertaken during the Contract Period as follows:

- a. Starting not before the Works Commencement Date as set out in each Purchase Order for each Works Site.
- b. For specific Target Completion Dates for each Works Period see **Section 1 Part D** (Itemised Costs).
- c. The Nominated Officer shall notify the Contractor of dates on which the Contractor must not carry out any Works on the Works Sites (the Restricted Dates).
- d. A timetable of Works shall be prepared by the Contractor in consultation with the Nominated Officer (the Programme of Works) prior to the Works Commencement Date as set out in each Purchase Order for each Works Site. It is essential that the Contractor performs the Works in accordance with the timescales set out in the Programme of Works.
- e. All Works will be delivered at the direction of the Nominated Officer to coincide with other carefully-timed contracts.
- f. At least 48 hours prior to the first use of any Lift Site, the Contractor must inform the Nominated Officer of their intention to carry out the Works from that Lift Site. This is to allow the Nominated Officer to liaise with Landowners and Users and confirm that there will be no disruptions to the activities of any party.
- g. At least 24 hours prior to each day's work, the Contractor must inform the Nominated Officer of their intention to carry out the Works on that particular day, and the approximate area in which they intend to work. This is to enable the Nominated Officer to monitor the progress of the Works.
- h. If expressly required by the Nominated Officer, the Contractor **shall not** carry out any Works in such locations until such time as the Nominated Officer informs the Contractor that such Works are permitted. In the meantime the Contractor shall carry out the Works at such alternative Works Sites as shall be agreed by the Nominated Officer. Such instructions shall not be treated as a Contract Variation.
- i. Failure to deliver the Works on dates specified by the Nominated Officer may result in termination of the Contract at the discretion of the Nominated Officer and a claim pursuant to breach of the Standard Conditions.

2. Access and Egress

- a. In all cases, the Contractor is to satisfy themselves prior to the Works Commencement Date as to the suitability of access routes in line with their chosen works methods and choice of Equipment.

3. Lift Sites

- a. The Contractor is restricted to the specified Lift Sites notified to it by the Nominated Officer for the unloading and loading of the Material, parking of vehicles, and storage of the Material.
- b. The Nominated Officer shall give instructions to the Contractor before the Contract Commencement Date as to the extent of land and any access tracks at the relevant Lift Site that can be used in connection with the Works (including, if applicable, provision of a copy of any permissions granting use of the Lift 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.
- c. Contractor access is to be restricted to daylight hours only during the Contract Period (save where instructed otherwise on a site by site basis by the Nominated Officer).
- d. Materials will be delivered to the Site or other location as detailed in the Specification. It will be the Contractor's responsibility to transport all Material required for the Works to the Lift Site. The Contractor shall be responsible for all Material for the duration of the Contract and shall indemnify the Authority against loss or damage.
- e. The Contractor must implement its traffic management strategy (which shall have first been approved by the Nominated Officer) at all times in respect of each Lift Site.

4. Marshalling

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

5. Environmental Requirements

- a. As the areas the Contract is being executed in are designated Site of Special Scientific Interest (SSSI) no litter (including cigarette stubs) is to be left on any Lift Site or Works Site.
- b. It is essential that there is no waste of Materials at the Site; the Contractor will be expected to manage operations to minimise waste.
- c. All works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of SSSI, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- d. In the event of spillage of fuel or any Materials the Contractor will immediately take appropriate measures to eradicate or minimise the effects of such spillage (including any requirements of the Environment Agency in that regard) and shall immediately notify the Nominated Officer and comply with the requirements of the Nominated Officer.
- e. The Lift Sites used for the helicopter operations will promptly be returned to their original condition after the Works have been completed and in any event within 1 month of the last airlift from the Lift Site, at the Contractor's expense and to the Authority's satisfaction.
- f. The Lift Sites are unsecured with access to the public. Equipment and Materials (where permitted) will be left unattended or remain on the Lift Site overnight at the Contractor's risk. **Section 1** specifies what, if any, Materials may be stored unattended at each Lift Site. No fuel may be stored unattended at any Lift Site. Contractors are responsible for sourcing appropriate locations nearby to accommodate their Equipment, fuel, Materials and operatives whilst the Works are not being undertaken.

7. Health and Safety

- a. The Contractor will be responsible for health and safety during the course of the Contract. Method Statements must be included with the Tender Return and 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 will result in the disqualification of the Tender.
- b. Copies of Site Risk Assessments for all the Sites identified in the Location Maps, and for all new proposed Lift Sites, will be required with the Tender Return.
- c. Material Safety Data sheets, if required, will be supplied by the successful Contractor.
- d. The Contractor is to provide their own welfare facilities for the duration of the Works.
- e. The Contractor is restricted to the specified areas for the unloading and loading of Materials, parking of vehicles, and storage of Materials.
- f. Health and Safety Plan:
 - i. The Contractor is to submit a copy of the Health and Safety Policy which is issued to employees to the Nominated Officer. This will form part of the site safety plan (“the Site Safety Plan”).
 - ii. The Works are subject to Risk Assessment by the Contractor and the assessment will form part of the Site Safety Plan. Prior to commencing the 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 Officer’s approval, prior to the Commencement Date.
- g. Potential hazards associated with the Works:

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. Hazards should be considered in terms of:

 - i. the Site(s) and any other locations utilised during the delivery of the Works;
 - ii. Work(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users; and
 - iii. 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.
- h. 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 or otherwise.
 - iii. Location of Services: the Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the completion of the Works. Follow HSE: HS G47 guidance note.
 - iv. Lifting of heavy objects: the Contractor and employees should follow Manual Handling Operation Regulations 1992.
 - 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.
- i. The Contractor is required to provide COSHH assessments for relevant materials and fuels.

9. Liquidated Damages

- a. In the event that the Works are not completed by the relevant Target Completion Date notified to the Contractor before the commencement of each Works Period (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority, or delay in the application of seed at the Works Site (where not arising partially or wholly from the Contractor's default)) the Contractor shall be liable to pay on demand to the Authority in liquidated damages such costs as the Authority may reasonably incur (including but not limited to the costs of the Authority suspending this Contract and obtaining the services of another contractor to perform the Works) as a result of such delay whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

10. Retention

- a. Payments will be made for the amount of work completed, according to the rates and prices submitted in the Tender.

11. Defects Liability

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

12. Materials

- a. All Materials provided by the Contractor shall be the property of the Authority on payment of the relevant invoice. All Materials provided by the Authority shall remain the property of the Authority.

13. Insurance

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

14. Licences and Certificates

- a. Each Pilot must have a Commercial Pilots Licence and an Aerial Application Certificate.
- b. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.
- c. The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.
- d. Only employees of the Contractor or Sub-Contractor may be flown to Site in an aircraft unless that aircraft is being operated in conjunction with a valid Air Operators Certificate.
- e. Copies of these documents must be submitted with this Tender.

15. Policy

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

16. Tech Logs

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

17. Daily Log

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

18. Geographic Information Systems (GIS)

- a. Moors for the Future will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- b. The Tenderer must specify in the Form of Tender their GPS Co-ordinate requirements.
 - i. Moors for the Future use MapInfo and British Projection (BNG EPSG: 27700). If the Tenderer does not specify a system in Item 9 then Moors for the Future shall send GIS information to the Contractor in MapInfo format and British Projection.
- c. 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.
 - i. 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.
 - ii. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction.
 - iii. 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 £35 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.
- d. Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.
 - i. Moors for the Future prefer that the GIS Information be sent in MapInfo format with British Projection (BNG EPSG: 27700).
 - ii. The Contractor may send the GIS Information in an alternative format but they must state the projection used.
 - iii. The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software.
 - iv. No Works will be signed off as completed until the above information has been received by Moors for the Future.

20. Communications

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

21. Downtime Expenses

- a. Downtime Expenses will not be paid by the Authority.
- b. The suitability of flying conditions for whatever reason remains with the Contractor or Sub-contractor undertaking the aerial work.

22. Revision of Costs

- a. The Contractor may, with the prior approval and at the absolute discretion of the Authority revise (upwards or downwards) charges in respect of Materials or Fuel provided that the Contractor can demonstrate to the Authority's satisfaction a consistent increase or decrease in supply costs over a period of time or frequency to be determined by the Authority. The Authority reserves the right to require invoices, receipts and other forms of evidence of any price increase in Fuel and Materials.
- b. Any downwards revision of the cost of Fuel or Materials shall be at the request of either party provided that evidence is agreed by both parties.
- c. Both parties agree and accept that any revision of the Fuel or Material Price shall be no more than plus or minus 10% of the relevant Price indicated in the Itemised Costs.
- d. Any dispute relating to this decision shall be referred to determination in accordance with the terms and conditions at **Section 3** save that the matter shall be referred to the Civil Aviation Authority.
- e. For the avoidance of doubt a Covid-19 event or similar pandemic or epidemic shall not be treated as a Force Majeure Event and the Tenderer should price the Works accordingly.

Part D: ITEMISED COSTS

INITIAL FERTILISER

Required application rate of N:P:K = 40kg N:120kg P₂O₅:60kg K₂O
Taking into account the binder material in the mixed, bagged fertiliser, state

Proportion of N = _____ kg per tonne of mixed fertiliser

Proportion of P = _____ kg per tonne of mixed fertiliser

Proportion of K = _____ kg per tonne of mixed fertiliser

Proportion of binder / other material = _____ kg per tonne of mixed fertiliser

MAINTENANCE FERTILISER

Required application rate of N:P:K = 40kg N: 60kg P₂O₅: 60kg K₂O
Taking into account the binder material in the mixed, bagged fertiliser, state:

Proportion of N = _____ kg per tonne of mixed fertiliser

Proportion of P = _____ kg per tonne of mixed fertiliser

Proportion of K = _____ kg per tonne of mixed fertiliser

Proportion of binder / other material = _____ kg per tonne of mixed fertiliser

If you intend to use a different grade of fertiliser please amend these figures & the spreading rate in point 5.1c & 5.1d, above.

AVIATION FUEL

State the cost upon which this Tender Return is based: £ per litre

MATERIAL SPECIFICATIONS, PROCUREMENT AND APPLICATION RATES
Aerial Application of Lime, Seed and Fertiliser 2021

IMPORTANT

The following calculations will determine the costs associated with the Works at each Site. They are based upon prices at the Tender Return Date (25th January 2021). At the discretion of the Local Authority, Fuel and Material costs may be revised upwards provided that the Contractor can demonstrate (by means of invoices or receipts) any increase in supply costs incurred in accordance with **Section 1 Part C**.

LIME

	Reason(s) for recommendation	Application rate (kg ha)
Details of Granulated Lime:		1000
Alternative recommendations (if any):		

STALYBRIDGE (ADDITIONAL) – BUCKTON VALE QUARRY

COST OF PURCHASE & STORAGE OF LIME:

Required application rate of Granulated Lime = 1 tonne per ha

Total amount of land on Stalybridge (additional) to be treated with Lime = 46ha

Extra 2% oversupply (to cover wastage etc) = 46.92 ha worth

Total amount of Lime required = 46.92 tonnes

Procurement cost of Lime = £ _____ per tonne, for a total amount of £ _____

Total delivery cost of Lime to Storage Site = £ _____

Total storage cost of Lime = £ _____

Total cost of provision of Lime for use on Stalybridge (additional) = £ _____

(This is the total of the Procurement, Delivery and Storage Costs)

COST OF PURCHASE & STORAGE OF MAINTENANCE FERTILISER:

Required application rate of mixed Maintenance Fertiliser = 0.16 tonnes per ha

Total amount of land on Stalybridge (additional) to be treated with Maintenance Fertiliser = 46ha

Extra 2% oversupply (to cover wastage etc) = 46.92 ha worth

Total amount of Maintenance Fertiliser required = 7.51 tonnes

Procurement cost of Maintenance Fertiliser = £ _____ per tonne, for a total amount of £ _____

Total delivery cost of Maintenance Fertiliser to Storage Site = £ _____

Total storage cost of Maintenance Fertiliser = £ _____

Total cost of provision of Maintenance Fertiliser for use on Stalybridge (additional) = £ _____

(This is the total of the Procurement, Delivery and Storage Costs)

COST OF APPLICATION OF LIME & M. FERTILISER ON STALYBRIDGE (additional)

Item	Contractual Requirements	Qty.	Rate (£ per Unit)	Cost £ (ex. VAT)	VAT	Total Cost £
Buckton Vale	Transport from Storage Site to Lift Site of granulated Lime (state Quantity in tonnes and Rate in £ per tonne):					
Buckton Vale	Application of granulated Lime (state Rate in £ per ha):	46ha				
Buckton Vale	Number of days to apply granulated Lime (state Quantity in days):					
Buckton Vale	Transport from Storage Site to Lift Site of Maintenance Fertiliser (state Quantity in tonnes and Rate in £ per tonne):					
Buckton Vale	Application of Maintenance Fertiliser (state Rate in £ per ha):	46ha				
Buckton Vale	Number of days to apply Maintenance Fertiliser (state Quantity in days):					
Buckton Vale	Accommodation (fixed cost for the Works at this Site):					
Buckton Vale	Ground Crew (fixed cost for the Works at this Site):					
Buckton Vale	Lift Site preparation (fixed cost for the Works at this Site):					
	TOTAL CARRIED FORWARD TO COLLECTION					

WINTER HILL – WALKER FOLD CARPARK

COST OF PURCHASE & STORAGE OF LIME:

Required application rate of Granulated Lime = 1 tonne per ha

Total amount of land to be treated with Lime = 61 ha

Extra 2% oversupply (to cover wastage etc) = 62.22 ha worth

Total amount of Lime required = 62.22 tonnes

Procurement cost of Lime = £ _____ per tonne, for a total amount of £ _____

Total delivery cost of Lime to Storage Site = £ _____

Total storage cost of Lime = £ _____

Total cost of provision of Lime for use on Winter Hill = £ _____

(This is the total of the Procurement, Delivery and Storage Costs)

COST OF STORAGE OF NURSE CROP GRASS SEED MIX:

Required application rate of Seed Mix = 0.05 tonnes per ha (50kg/ha)

Total amount of land to be treated with Seed = 61ha

Extra 10% oversupply (to cover wastage etc) = 67.1 ha worth

Total amount of Seed required = 3.036 tonnes

Procurement of Seed, and Delivery to appropriate Storage Site, subject to a separate contract.

Total storage cost of Seed = £ _____

Total cost of provision of Seed for use on Winter Hill = £ _____

(This is the total of the Storage Costs)

COST OF PURCHASE & STORAGE OF INITIAL FERTILISER:

Required application rate of mixed Initial Fertiliser = 0.22 tonnes per ha

Total amount of land to be treated with Initial Fertiliser = 44ha

Extra 2% oversupply (to cover wastage etc) = 44.88 ha worth

Total amount of Initial Fertiliser required = 9.87 tonnes

Procurement cost of Initial Fertiliser = £ _____ per tonne, for a total amount of £ _____

Total delivery cost of Initial Fertiliser to Storage Site = £ _____

Total storage cost of Initial Fertiliser = £ _____

Total cost of provision of Initial Fertiliser for use on Winter Hill = £ _____

(This is the total of the Procurement, Delivery and Storage Costs)

COST OF APPLICATION OF LIME, SEED & INITIAL FERTILISER ON WINTER HILL

Item	Contractual Requirements	Qty.	Rate (£ per Unit)	Cost £ (ex. VAT)	VAT	Total Cost £
Walker Fold	Transport from Storage Site to Lift Site of granulated Lime (state Quantity in tonnes and Rate in £ per tonne):					
Walker Fold	Application of granulated Lime (state Rate in £ per ha):	61ha				
Walker Fold	Number of days to apply granulated Lime (state Quantity in days):					
Walker Fold	Transport from Storage Site to Lift Site of Seed (state Quantity in tonnes and Rate in £ per tonne):					
Walker Fold	Application of Seed (state Rate in £ per Ha):	61ha				
Walker Fold	Number of days to apply Seed (state Quantity in days):					
Walker Fold	Transport from Storage Site to Lift Site of Initial Fertiliser (state Quantity in tonnes and Rate in £ per tonne):					
Walker Fold	Application of Initial Fertiliser (state Rate in £ per ha):	44ha				
Walker Fold	Number of days to apply Initial Fertiliser (state Quantity in days):					
Walker Fold	Accommodation (fixed cost for the Works at this Site):					
Walker Fold	Ground Crew (fixed cost for the Works at this Site):					
Walker Fold	Lift Site preparation (fixed cost for the Works at this Site):					
	TOTAL CARRIED FORWARD TO COLLECTION					

SECTION 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER (SUPPLIES & SERVICES)

Tenders should be submitted in accordance with the following instructions.

1. Invitation to Tender (ITT)

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

The Services required are set out in the Specification.

2. Basis of Tenders

Tenders are being invited on an open award procedure.

3. Scope

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

4. Contract Period

Tenders are invited for the period of a single task. 10th February 2021 to 21th March 2021

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 Services 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 Services. 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 to:
Fiona Draisey

Email: 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 13.00 ON 25th JANUARY 2021.**

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 2**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

11.4.1.a. Tender Questionnaire at **Appendix 3** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein;

11.4.1.b. Non-collusive tendering certificate at **Appendix 4** signed on behalf of the Tenderer and submitted to us in pdf format;

11.4.1.c. Itemised costs as detailed within **Section 1 Part D**;

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

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

11.4.1.f. 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.

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

Tenders must be submitted by email to Tenders@peakdistrict.gov.uk

By 13:00 pm on 25th January 2021 (the Tender Return Date)

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

TENDER MFF120 2020-21 MOORCARBON AERIAL APPLICATION OF LIME, SEED AND FERTILISER

All attachments must be in pdf form

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

- 10.5 A decision on which Tenderer to award the contract is expected to be made during the week commencing 1st February 2021.
- 10.6 Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.
- 10.7 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.
- 10.8 No Tender received after the deadline for receipt of Tenders stipulated above shall be considered.
- 10.9 The Authority does not undertake to accept the lowest or any Tender/ rates or to award the contract at all. The Authority may withdraw this invitation to Tender at any time on giving written notice to all tenderers expressing an interest.
- 10.10 The successful Tenderer will be required to enter into a Form of Contract. No derogations will be permitted.
- 10.11 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.

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.

13 Tender Evaluation

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

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

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

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

Quality criteria (50% of the total score value):

- 40% Capacity of the Tenderer to deliver the works in a time critical manner (Quality Criteria 1);
- 10% Methodology and timings outlined in the Programme of Works submitted with the Tender (Quality Criteria 2);

Criteria	Weighting	Evaluation Criteria
Price	50%	$50 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	40%	8 x score (see scoring criteria at Appendix 5)
Quality Criteria 2	10%	2 x score (see scoring criteria at Appendix 5)

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.

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.

18 Transparency

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

SECTION 3

DEFINITIONS AND STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

- “**Accident**” means any event which results in injury, damage or loss
- “**Airlifting Works**” means the airlifting of Materials and/or personnel in accordance with the Specification
- “**Authority**” means the Peak District National Park Authority
- “**CDM Regulations**” means the Construction (Design and Management) Regulations 2015 and the current approved code of practice published by the Health and Safety Executive (or equivalent)
- “**Contract**” means the Form of Contract to be signed and completed by the Parties
- “**Contract Particulars**” means the particulars of the Contract set out in the Form of Contract
- “**Contract Period**” means the period set out in the Contract Particulars (being the whole of the Works Period)
- “**Contamination**” means any contamination due to a discharge spillage release or emission into any environment medium or substance which is capable of causing harm to the health of living organisms or other interference with the ecological systems of which they form a part
- “**Conditions**” means together the Standard Conditions and the Detailed Conditions
- “**Contractor**” means the Tenderer whose tender has been accepted by the Authority
- “**Contract Variation**” means any addition or variation to the Works in accordance with the Standard Conditions
- “**CROW**” means the Countryside and Rights of Way Act 2000
- “**Daily Log**” means an electronic or written report if required in the Specification
- “**Defects Liability Period**” means the defects liability period set out in the Contract Particulars (if any)
- “**Delivery Site**” means those areas to which the Materials or part are to be delivered more particularly described in the Specification and (if applicable) identified on the Location Maps
- “**Drop Site**” means those areas to which the Materials or part are to be dropped by helicopter pursuant to the Specification and (if applicable) identified on the Location Maps
- “**Detailed Conditions**” means the conditions contained at **Section 1**
- “**Environmental Law**” means all laws including common law statute bylaws or regulations applicable in England and Wales and all orders of any Regulatory Authority concerning the protection of the environment or human health
- “**Equipment and Machinery**” means vehicles machinery plant tools and all other associated items required for the proper performance of the Works
- “**Fertiliser**” means the fertiliser supplied in accordance with the Specification and includes the Initial Fertiliser and the Maintenance Fertiliser as set out in the Specification
- “**Form of Tender**” means the tender return form at **Appendix 2**
- “**Foreman**” means the supervisor assigned by the Contractor to supervise the Works (if any)
- “**Force Majeure Event**” means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, severe weather event which would result in a reasonably prudent contractor not being able to continue and complete the Works, fire, earthquake, epidemic, nuclear disaster, act of terrorism or other natural physical disaster
- “**Form of Contract**” means the form of agreement in respect of the Services/Works
- “**Incident**” means an event which has caused or could have caused, injury, illness or damage to assets, the environment or third parties
- “**Invitation to Tender**” means the invitation to tender for the Works
- “**Itemised Costs**” means the costs for the Works itemised by the Tenderer in the Form of Tender
- “**Landowner**” means those persons who own the freehold or leasehold title to the land on which the Works are to be performed (independent of any grazing or other rights) (if any)
- “**Location Maps**” means the maps contained or referred to in **Section 1**
- “**Lift Site**” means those sites from which the Material or part is to be airlifted pursuant to the Specification and (if applicable) identified on the Location Maps
- “**Material(s)**” means Lime Seed and Fertiliser
- “**Lime**” means the lime supplied in accordance with the Specification
- “**Marshalling**” means the marshalling of the Sites by the Contractor in accordance with the Specification
- “**Method Statement**” means a statement setting out the proposed methods for the execution of the Works or otherwise and forming part of the Tender
- “**Near Miss**” means an event that had the potential to cause injury, damage or loss, but which did not do so
- “**Nominated Officer**” means the Authority’s officer who shall be the main point of contact for the Contractor and shall be notified to the Contractor from time to time.
- “**Payment**” means a payment in respect of the Works made pursuant to this **Section**

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

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

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

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

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

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

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

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

“**Restricted Dates**” means those dates notified to the Contractor by the Nominated Officer under **Section 1** on which the Services cannot be performed

“**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

“**Seed**” means the seed to be aerially spread in accordance with the Specification

“**Services**” means the aerial application of the Materials 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 (and shall also include any reference to 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

“**Storage Sites**” means the sites used for storage strictly in accordance with the Specification

“**Supply**” means the supply of Lime and Fertiliser in accordance with the Specification

“**Target Completion Date**” means the date targeted for completion of the Works for each Works Period as set out in the Detailed Conditions and the relevant Purchase Order

“**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 together the Supply and the Services

“**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

“**Works Period**” means the period for each season of Works as set out in Section 1

2. INTERPRETATION

- 2.1 Words importing the singular tense shall include the plural and vice versa and obligations undertaken by more than one person shall be deemed to have been undertaken jointly and severally.
- 2.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms save to the extent he is named or identified as a person or class of persons specifically intended to take a benefit under the Contract.
- 2.3 If any provision of the Contract shall become or shall be declared by any court to be invalid or unenforceable in any way, such invalidity or un-enforceability shall in no way impair or affect any other provision of the Contract, all of which shall remain in full force and effect.

- 2.4 This Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 2.5 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or other otherwise available to it.
- 2.6 Upon termination of the Contract no term other than clauses relating to Confidentiality, Insurance, Defects Liability, Liability of the Contractor (including Liquidated Damages (if any)) and Arbitration shall survive unless expressly provided.

3. STANDARD CONDITIONS

1. The Nominated Officer

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

2. Performance of Contract

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

3. Employees

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

4. Signage

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

5. Equipment and Machinery (including vehicles)

- a. The Contractor shall at all times at its own cost provide such Equipment and Machinery as is necessary for the proper performance of the Contract. All Equipment and Machinery must be guarded to current safety standards and left immobilised and secure when unattended. In particular, power take-off shafts on tractor-driven machinery must be fully guarded.
- b. The Contractor shall at all times be fully responsible for licensing, fees, taxes and insurances required in connection with or arising out of the possession or use of the such Equipment and Machinery.

- c. The Contractor shall at its own expense keep all such Equipment and Machinery in good and serviceable repair and maintained in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract. The Equipment and Machinery should be used in accordance with the manufacturer's instructions. Operators must be trained and competent. Where industry/Regulatory Authorities or bodies recognise specific standards of competence valid certificates will need to be produced.
- d. The Contractor shall obtain the Authority's written approval to the use and positioning of the Equipment and Machinery prior to the Works Commencement Date and shall use no other Equipment and Machinery without prior approval of the Nominated Officer.
- e. No Equipment or Machinery which is wheeled will be allowed on soft, wet or environmentally sensitive locations without the prior approval of the Nominated Officer.
- f. Any vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer only. Access for Equipment to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period if, in the opinion of the Nominated Officer, this is necessary or desirable. The Contractor will not permit any movement of Equipment and Machinery on or to such areas without the prior approval of the Nominated Officer.
- g. Any damage arising from any breach of this Clause by the Contractor any sub-contractor or their employees agents or invitees shall be immediately repaired or replaced at the Contractor's expense and to the satisfaction of the Nominated Officer.
- h. The Contractor shall ensure that all highways or other rights of way in the vicinity of the Works used by the Contractor are kept clean of mud and other debris.

6. Environmental Provisions

- a. All Works will be carried out in a manner which conforms to environmental protection legislation and minimises damage to the environment and nature conservation interests. Reference should be made to statutes and codes of practice including (but not limited to):
 - i. The Water Resources Act 1991;
 - ii. The Environmental Protection Act 1990
 - iii. The HMNSO booklet 'Waste Management – The Duty of Care – a Code of Practice with Regard to Disposal of Wastes';
 - iv. Codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- b. The Contractor must comply with all current legal requirements relating to the storage, handling, use and disposal of hazardous substances (including fuel). In particular the Contractor must comply with:
 - i. the Control of Substances Hazardous to Health Regulations 1992 (COSHH);
 - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
 - iii. Control of Pesticides Regulations 1986.
- b. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other 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 Agricultural Waste Regulations 2006. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- m. The Contractor must comply with the Noise at Work Regulations 1989. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

7. Health and Safety

- a. The Contractor will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract. Methods Statements should include operational Risk Assessments, copies of which are to be submitted with a tender. Failure to submit RAMS may result in disqualification of the Tender.
- b. Copies of Site Risk Assessments for all Sites used during the Works must be produced to the Nominated Officer before the Works Commencement Date. If a generic Risk Assessment and Method Statement was provided by the Contractor with its Tender Return, the Authority may, at its option require a Site specific Risk Assessment and Method Statement.
- c. The Contractor must at all times adhere to and comply with RAMS.
- d. Health and Safety Plan:
 - ii. The Contractor is to submit a copy of his Health and Safety Policy which is issued to his employees, to the Nominated Officer. This will form part of the site safety plan ("the Site Safety Plan").
 - iii. The RAMS will form part of the Site Safety Plan. Prior to commencing any Works, the Contractor will submit any alterations to the Method Statements that may be necessary, for the approval of the Nominated Officer. The Contractor's Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- e. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- f. The Contractor must provide all appropriate clothing and Equipment and ensure that all persons working under his control wear/use the clothing and Equipment as required. This includes high visibility clothing.
- g. The Contractor is responsible for the provision of first-aid cover and facilities for its employees, in accordance with the Health and Safety (First-Aid) Regulations 1981.
- h. The Authority may instruct the Contractor, or any person working for the Contractor, to suspend work if there is imminent risk of injury to any person.
- i. The Contractor is responsible for recording any accidents in the Contractor's accident book, in accordance with the Health and Safety at Work Act 1974 (HSW).
- j. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- k. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 1998.
- l. The Contractor must be aware that the Works Sites may be accessible by the public and must take all appropriate precautions to protect these persons and their property, including, if required by the Nominated Officer, the provision of warning notices/signs or barriers.
- m. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.
- n. All Equipment and Machinery that could cause environmental damage and/or a health and safety risk to members of the public or land users must be secured overnight to prevent theft or misuse. Contractors are responsible for securing appropriate locations nearby to accommodate their equipment and operations whilst the Works are not being undertaken.
- o. Services:

- i. Location of services; The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the Works before the Works Commencement Date and comply with their requirements and the requirements of the Authority;
- ii. Excavations:
 - 1. Must be covered when unattended;
 - 2. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
 - 3. If over 1m in depth and in existence for less than 1 week: be cordoned off;
 - 4. If over 1m in depth and in existence for more than 1 week: be barriered.
- p. Site Safety Considerations
 - i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
 - ii. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
 - iii. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.
 - iv. Lifting of heavy objects; the Contractor and employees should follow Manual Handling Operation Regulations 1992 (or any replacement).
 - v. The Contractor shall employ the 'best practical means' as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites (or subsequent provisions).
 - vi. The Contractor must take all necessary additional precautions when working alongside roads and comply with Chapter 8 of the Traffic Signs Manual (or any replacement).
 - vii. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

8. British Standards

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

9. Project Progress Report

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

10. Variation of Contract

- a. Without prejudice to any other of the Conditions a Contract Variation shall not be valid or of any effect unless it is agreed pursuant to this clause and confirmed in writing (including e-mail) by the Nominated Officer and the duly authorised agent or representative of the Contractor. Contract Variations for which there is no written confirmation are not authorised and will not be paid for under any circumstances. No other variations to the Contract shall be accepted by the Authority.
- b. The Nominated Officer may request any Contract Variation that are in his opinion necessary or desirable for the most efficient performance of the Contract.
- c. Upon receipt of the request for a Contract Variation the Contractor shall calculate the additional cost (if any) of incorporating the Contract Variation into the Works and shall as soon as practicable provide details of such sum (in writing) to the Authority ("the Contract Variation Sum") together with an indication of whether the proposed Contract Variation shall cause any delay on the Programme of Works.
- d. If the Contract Variation Sum is agreed by the Authority the Contract Variation shall be recorded in writing and shall form a part of the Works.
- e. Where in the absolute opinion of the Nominated Officer a written Contract Variation is impossible or impractical the Nominated Officer may give such order verbally but shall confirm it in writing to the Contractor as soon as practicable after the event and in any case within 48 hours of the Contract Variation.
- f. No Contract Variation in accordance with this clause shall in any way vitiate or invalidate the Contract but the Contract Variation Sum (if any) shall be taken into account in ascertaining the amount of the Payments (if any).

11. Payment and Invoices

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

12. Value Added Tax

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

13. CDM Regulations

- a. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the Project.
- b. Without limitation, in accordance with the CDM Regulations:-
 - 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).

7.

15. Agency

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

16. Liability of the Contractor

- a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
 - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
 - ii. any and all proceedings, demands, penalties, statutory charges and fines;
 - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
- b. in each case to the extent arising out the Contractor's or any of its sub-contractors' breach or failure in performance of the Contractor's obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees. Any damage or loss which may occur during the Contract Period in relation to the Works or Materials or Equipment on or before the Works Completion Date or to any materials implements or property whatsoever of the Authority which may at any time for the purpose of the Works be in the custody or use of the Contractor or sub-contractor which shall arise from negligence of the Contractor or theft, spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.
- c. The Contractor shall indemnify the Authority against all claims liability and actions for or in respect of any damage or injury to property or persons or claims for the infringement of patent rights or copyrights arising from or occasioned by the conduct of the Contractor or his sub-contractor or of any person employed by him or them or arising howsoever from or by the manner in which the Works shall be performed and executed and against all costs and proceedings in respect of any such claim.

17. Force Majeure

- a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
 - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and

- ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
 - iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Works from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.

18. Defects Liability Provisions

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

19. Bribery and Corruption

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

20. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a “Termination Notice”), such events being;
 - 8.
 - i. The failure to materially perform the obligations under **Clause 2 (Performance)**;
 - ii. Any material breach by the Contractor of any other provision of the Contract;

- iii. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days;
 - iv. The Contractor suffering a legal claim against its possessions or if the Contractor consists of one or more individual, any such individual dying, entering into a composition or arrangement for the benefit of its creditors or having a receiving order in bankruptcy made against it or, if the Contractor consists of a body corporate, the Contractor having a Receiver or a Receiver and a Manager appointed or being the subject of a resolution or order for winding up (save for an amalgamation or reconstruction of a limited company);
 - v. Any governmental or other licence, consent or authority required by the Contractor to enable it to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Contractor to perform any of its obligations thereunder;
 - vi. The continuation of a Force Majeure Event for a period of time which in the opinion of the Nominated Officer materially affects or prejudices compliance by the Contractor of its obligations to the Authority or is likely to do so, preventing the Contractor from fulfilling its obligations under the Contract for a period of 45 days or more or the occurrence of a Force Majeure Event which in the opinion of the Nominated Officer is substantially unlikely to cease to be a Force Majeure Event for the remainder of the Contract Period
 - vii. The withdrawal of the Authority's funding for a Project;
 - viii. The re-organisation (and/or abolition) of the Authority to the extent that the licence consent or authority required by it to enable to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Authority to perform any of its obligations thereunder.
- b. A Termination Notice shall be in writing and may be given by the Nominated Officer on behalf of the Authority.
- c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
- i. The Contractor shall forthwith cease to perform of the Works;
 - ii. (Save where a Termination Notice is served pursuant to an event within the Authority's control) the Contractor shall fully and promptly indemnify the Authority in respect of:
 - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
 - b. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period. The Authority shall be at liberty to procure such performance by any persons (whether or not employees of the Authority) as the Authority shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Works performed.
 - iii. The Authority shall be under no obligation to make any further Payments to the Contractor and shall be entitled to retain any Payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Authority all sums due under this Contract or to deduct from it any sum due from the Contractor to the Authority under this Contract.
 - iv. The Authority shall not be liable for any claim demands costs expenses losses incurred or suffered by the Contractor (or any sub-contractor) resulting (either directly or indirectly) from the serving of a Termination Notice.
 - v. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

21. Contract Suspension

- a. In the event that a Termination Event occurs the Authority may at its option on written notice to the Contractor suspend this Contract for such reasonable period as the Authority shall notify the Contractor (the "Contract Suspension Period") and the Authority shall have the right to instruct another contractor to carry out the Works during the Contract Suspension Period and the cost of the Authority in relation to such suspension shall be deducted from the Price.
- b. The exercise of the rights in this Clause above shall be without prejudice to any antecedent claim by the Authority and shall not prohibit the Authority from serving a Termination Notice at any time.

22. Assignment

- a. The Authority shall be entitled to assign or transfer the benefit of the Contract or any part thereof and shall give written notice of any assignment or transfer to the Contractor.
- b. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Authority.

- c. The Contractor shall not sub-let the whole or any part of the Works without the written consent of the Nominated Officer together with any conditions. If such consent is given it shall not relieve the Contractor from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-contractor, its agents, servants or workmen.

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

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

24. Title

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

25. Notices

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

**Head of Law
Peak District National Park Authority
Aldern House
Baslow Road
Bakewell
Derbyshire
DE45 1AE**

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

26. Arbitration

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

27. Observation of Statutory Requirements

- 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.

28. Stamp Duty and Professional Fees

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

29. Waiver

- 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.

30. Whole Contract

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

31. Warranty

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

32. Rights and Duties Reserved

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

33. Confidentiality and Data Protection

- a. Each Party will procure that all confidential information which may already have come into the ownership, possession or control it or of a subsidiary prior to the execution of the Contract provided by the Contractor, or which may at any time hereafter until termination hereof come into the ownership, possession, or control of either of them relating to the other Party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract (hereinafter referred to as "the Confidential Information"), shall strictly:-
 - i. not be used for any purpose other than the performance of the Contract;
 - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Contractor now or at any time in the future; and
 - iii. not after termination be used for any purpose whatever or disclosed to any third party.
- b. The receiving Party shall inform the disclosing Party immediately if it comes to the notice of the receiving Party that any confidential information has been improperly disclosed or misused.
- c. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf.
- d. Upon termination hereof, or at the request of the Authority the receiving Party shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
- e. Data Protection. Each Party shall ensure that they comply with the requirements of all legislation in force from time to time governing the collection, store and/or use of Personal Data and/or Sensitive Personal Data, including, without limitation, the Data Protection Act 2018 and the General Data Protection Regulations ((EU) 2016/679). The Contractor shall not collect or process Personal Data and/or Sensitive Data without the Authority's prior approval.

34. Freedom of Information and Transparency

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

35. Copyright

- a. The copyright, design right, trademark or patent or other form of intellectual property in all data, reports, documents, drawings and designs (whether in paper or electronic format) created by the Contractor or the Authority in connection with the Works shall be vested in the Authority. The use

or disclosure of any such report for any purpose at any time is strictly prohibited except with the explicit written consent of the Authority.

36. Contract Period

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

37. Sub-contracting

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

38. Ancient Monuments and Archaeological Areas

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

39. Conditions

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

40. Equality

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

41. COVID-19

- a. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for the Works.
- b. The Contractor shall cease the Works upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in the opinion of the Authority, frustrates the Contract. Recommencement of the Contract shall be on the basis set out in this clause and any other reasonable requirements of the Authority.
- c. If the Contractor, or its subcontractors, fails to observe or becomes aware of any failure to observe Covid-19 site operating procedures, the Contractor shall immediately cease the Works and inform the Authority of the date, nature and duration of the breach. The Works shall not recommence until such time as the Authority is satisfied that the Contractor has instituted appropriate procedures to ensure that the breach is remedied and not repeated.
- d. A breach of this clause shall be treated as material breach of contract.
- e. For the avoidance of doubt, a Covid-19 event shall not be treated as a Force Majeure Event.
- f. 'Covid-19' means the Covid-19 pandemic or any similar or equivalent epidemic as determined by HM Government.

APPENDIX 1

LOCATION MAPS

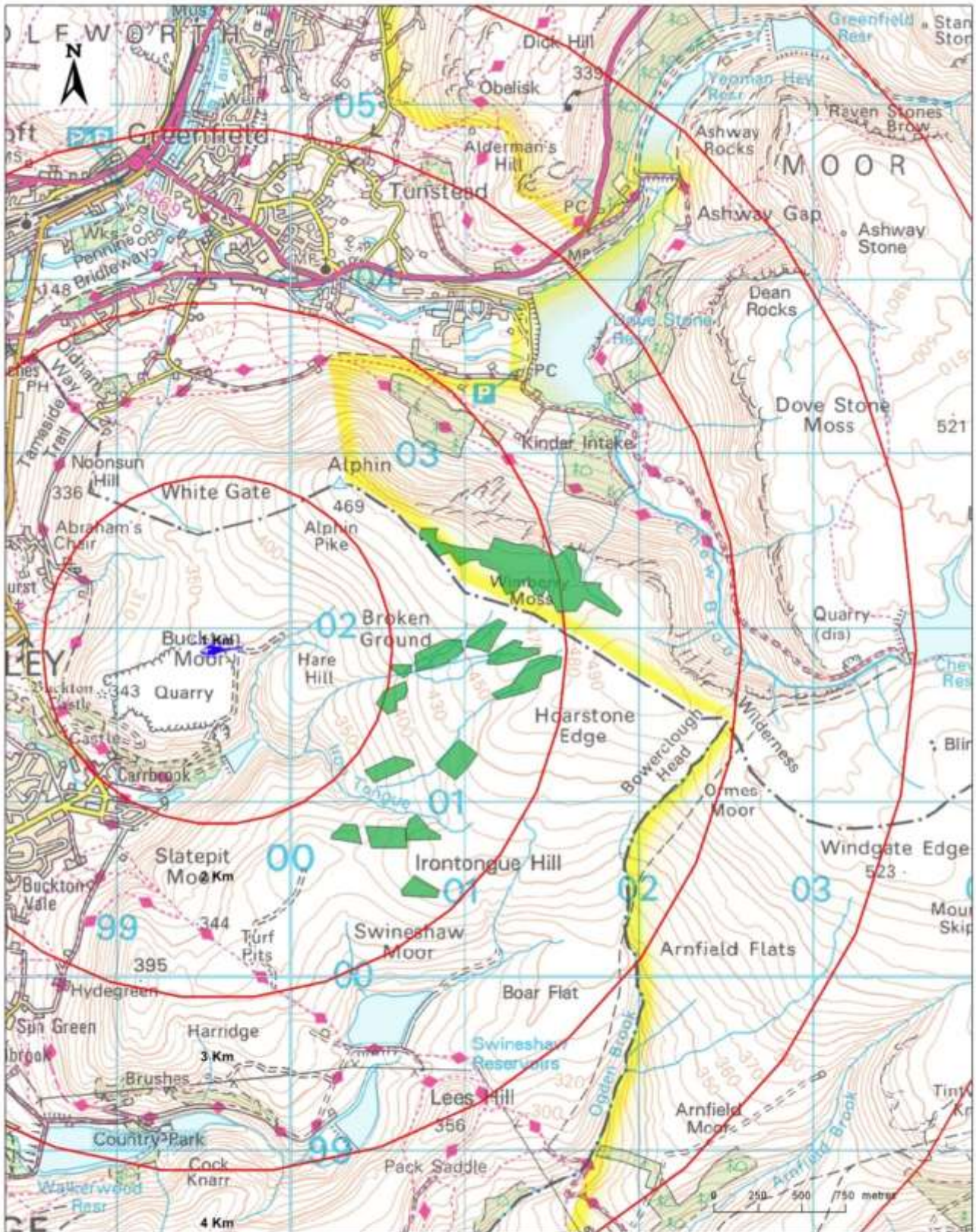


LSF Works 2020/2021	Buckton Vale
Lime and Fertiliser	Walker Fold Car Par
Lime and Seed	Lift-Site Flying Distance (1km)
Lime, Seed and Fertiliser	Buckton Vale Quarry
Lift Sites	Walker Fold Car Park



Title:
General Location for LSF

Date: 12 November 2020 Drawn by: Draisey Fiona

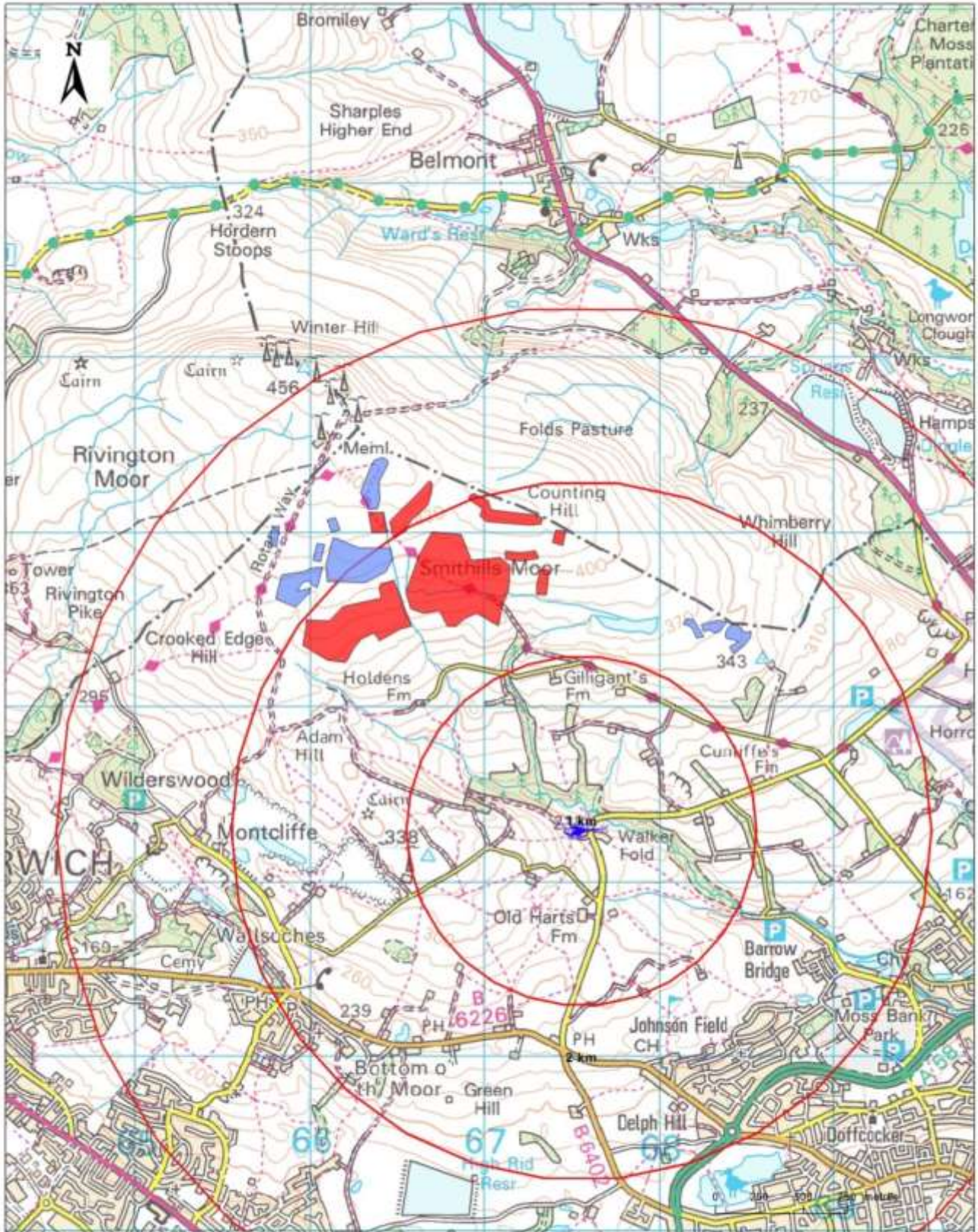


LSF Works 2020/2021	Buckton Vale Quarry
Lime and Fertiliser	MFFP Exclusion Area
Lift Sites	
Buckton Vale	
Lift-Site Flying Distance (1km)	



Title:
Stalybridge Lime & Maintenance Fertiliser

Date: 18 November 2020 Drawn by: Draisley Fiona



LSF Works 2020/2021	Lift-Site Flying Distance (1km)
■ Lime and Seed	 Buckton Vale Quarry
■ Lime, Seed and Fertiliser	 Walker Fold Car Park
Lift Sites	 MFFP Exclusion Area
✈ Walker Fold Car Park	



Title:
Winter Hill Lime & Seed
Winter Hill Lime, Seed & Fertiliser

Date: 12 November 2020 Drawn by: Draisie Fiona

APPENDIX 3

TENDER QUESTIONNAIRE

APPENDIX 3 TENDER QUESTIONNAIRE

PEAK DISTRICT NATIONAL PARK AUTHORITY
ITT REFERENCE: MFF120 2020-2021 MOORCARBON AERIAL APPLICATION OF LIME SEED AND
FERTILISER AND SUPPLY OF LIME AND FERTILISER
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 you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.*
- 5. For Part 1 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.*
- 6. All sub-contractors are required to complete Part 1*
- 7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and 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 supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier 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)	Company registration number (if applicable)	
1.1(e)	Charity registration number (if applicable)	
1.1(f)	Head office DUNS number (if applicable)	
1.1(g)	Registered VAT number	
1.1(h)	Trading name(s) that will be used if successful in this procurement	
1.1(i)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Small, Medium or Micro Enterprise (SME) c) Sheltered Workshop d) Public service mutual	

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2: Selection Questions

Section 1	Economic and Financial Standing	
	Question	Response
1.1	Are you able to provide a copy of your audited accounts for the last two years, if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2	Have you the economic and financial resources to deliver the Contract requirements	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 2	Technical and Professional Ability
1.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three 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 supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 2.3</p>

	Contract 1	Contract 2
Name of customer organisation		
Point of contact in the organisation		
Position in the organisation		
E-mail address		
Description of contract		
Contract Start date		
Contract completion date		
Estimated contract value		

1.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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1.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Section 3 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
1.1	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? </div> <div style="width: 30%;"> Yes <input type="checkbox"/> N/A <input type="checkbox"/> </div> </div>

Section 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	
1.1	Insurance	
a.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below for any one event Employer's (Compulsory) Liability Insurance = £5 million Public Liability Insurance = £10 million Professional Indemnity Insurance = £1 million <small>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</small>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.2	Technical Capabilities	
a	Has the Bidder suffered from any of the following:	<input type="checkbox"/> Yes

	<ul style="list-style-type: none"> failed to complete a contract on time, there has been a successful claim for damages, damages have been deducted or recovered or where the contract has been terminated? <p>(If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken).</p> <p>You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation</p>	<input type="checkbox"/> No
b	<p>Has the Bidder received any court action against it (or where court action is outstanding) in the last three years?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.3 Compliance with Equalities Legislation		
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
a.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an;</p> <ul style="list-style-type: none"> Employment Tribunal, An Employment Appeal Tribunal; or Any other court (or in comparable proceedings in any jurisdiction other than the UK)? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4 Health and Safety		
a.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>relation to the Health and Safety Executive (or equivalent body) in the last three years?</p> <p>The Authority will exclude Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	
c.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1.5 General Data Protection Regulations		
Question no.	Question	Response
a.	<p>The General Data Protection Regulations which intend to strengthen and unify data protection for individuals are expected to come into force on 25 May 2018.</p> <p>Please confirm if you are aware of the obligations that will apply to your organisation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

APPENDIX 4

NON COLLUSIVE TENDERING CERTIFICATE

NON COLLUSIVE TENDERING CERTIFICATE

To Peak District National Park Authority

Dear Sir / Madam

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

Signed

Signed

For and on behalf of

For and on behalf of

APPENDIX 5

QUALITY SCORING METHODOLOGY

SCORING METHODOLOGY

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.

APPENDIX 6

HELICOPTER OPERATING POLICY

HELICOPTER OPERATING POLICY

Peak District National Park Authority Helicopter policy May 2017

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

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

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

Regulation Compliance

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

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

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

No contracts may be entered into without proof of compliance.

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

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

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

Any updates relevant to the Authorities works for;

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

And copies of;

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

Contract works

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

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

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

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

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

Definitions

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

Useful Links

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

Policy Review

- This Policy should be reviewed on an annual basis
- The first Review date is May 2019.