

# **MFF 116 2021-2025**

# **Invitation to Tender for**

# **the Supply and Delivery of**

# **Sphagnum Moss**

*for the establishment of Sphagnum mosses on restoration sites in the Peak District and the South Pennines*

*Tender Return Date Thursday 8<sup>th</sup> April 2021*

Prepared by:



Moors for the Future Partnership

2021

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## Section I: Contract objectives and detailed conditions

### Part A

#### 1. Contract objectives

1. This Invitation for Tender is to Supply & Deliver Sphagnum Moss Plugs to Delivery Sites within the Peak District National Park and South Pennines SAC.
2. The Contract Period shall be 26<sup>th</sup> April 2021 to 31<sup>st</sup> March 2025.
3. The Material for the purposes of this Tender shall consist of Sphagnum moss (“Sphagnum”) A quantity of **up to 8,000,000** plugs (up to 2,000,000 per year)— over the Contract Period. It is anticipated that the requirement each year will be no less than 300,000 Plugs.

### Part B Specifications

#### 2. Material specification

1. Sphagnum must be supplied in whole growing plant form as Plugs. The form and method for production of Plugs must be detailed in the Tender Return.
2. A Sphagnum Plug may consist of a single species or a mix of species. The Authority prefer a mix of species suitable for growing on blanket bog in the Peak District and South Pennines with a dominance of peat forming species as set out in the table below.
3. The Authority will permit a tolerance of up to 5% above or below the percentages set out below.
4. Tenderers may recommend in the Itemised Costs at Part D other species or species mixes that in their opinion fits the Authority’s requirements specified in the Specification.

Table 1 List of species requirements

Species	Moorland Mix	Yorkshire Mix	Chunky Mix	West Pennines Mix	West Pennines Pool Mix	MFFP Pool Mix
<i>S. papillosum</i>	10%	30%	25%	25%		10%
<i>S. capillifolium</i>	10%	30%	25%	25%		
<i>S. fimbriatum</i>	10%			25%	15%	
<i>S. palustre</i>	30%		15%	15%	15%	10%
<i>S. subnites</i>	5%	10%	10%	10%		
<i>S. medium</i>	1%	10%	25%			10%
<i>S. fallax</i>	4%	20%			15%	15%
<i>S. cuspidatum</i>	10%				30%	30%
<i>S. denticulatum</i>	1%				25%	25%
<i>S. squarrosum</i>	1%					
<i>S. tenellum</i>	1%					

5. Important peat building species are preferred. However, our requirements will vary and all species/combinations of bog surface and flush species will be considered.
6. Plugs of a single species may also be considered, please detail in your tender return which species can be provided. Eg. *S. cuspidatum* must form Plugs of this species only.
7. The Material must only contain Sphagnum native to the United Kingdom.

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8. Plugs containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than Sphagnum) as deemed inappropriate by the Nominated Officer may be rejected. The decision of the Nominated Officer shall be final.
  9. The Sphagnum must be produced and packaged to a suitable standard to withstand:
    - 9.1. multiple handling during the delivery process to the Delivery Site and Lift Site;
    - 9.2. preparation for transport;
    - 9.3. transport of the Material by helicopter, terrestrial vehicle or hand.

### **3. Sphagnum Plug Specification**

1. A Sphagnum Plug should consist of several Sphagnum plants and have a minimum diameter of 5cm, and a minimum height of 5cm, and a maximum height of 12cm.
2. Tenderers should specify how Plugs will be packaged/bundled in their Method Statement to reflect the requirements of clause 2.9 above.
3. Packaged Plugs should be placed into bags of a suitable size to a total weight not exceeding 10 kg.
4. Propagated Sphagnum must be free from disease or pest which may be associated with growing in glass house conditions. How the absence of disease and pest will be assured should be covered in the Tenderer's Method Statement.

### **4. Call Off Basis**

1. During the Contract Period the Authority shall by Purchase Order and Delivery Schedule notify the Contractor of the number of Sphagnum Plugs it shall require. The Contractor will specify the lead in time as part of their Method Statement and the Authority will factor this in as part of the Delivery Schedule.
2. The Authority will provide the Contractor with a Delivery Schedule to work to during each year of the Contract. This will provide purchase order numbers, quantities of Plugs required, planting contractor name and Delivery Site.
3. The Contractor must liaise with the planting contractor to co-ordinate delivery dates.
4. The Contractor must be able to access and supply the quantity of Sphagnum referred to in such Purchase Order or Delivery Schedule and deliver the same to such Delivery Site.
5. Sphagnum will be called off for delivery during two main planting seasons depending on frost free weather;
  - 5.1. Autumn planting = Late August to mid December
  - 5.2. Spring planting = Mid February to end of March
  - 5.3. If the winter period December-February is frost free then planting will continue throughout. The Nominated Officer will notify the Contractor of this intention.

### **5. Supply and Delivery**

1. Upon award of Contract, the Contractor shall notify the Nominated Officer of when it is in a position to commence packaging the Sphagnum. The Nominated Officer will as soon as practicable inspect the Sphagnum and confirm whether they are of acceptable quality and/or give instruction on quality required.
2. The Authority may check the quality of the Sphagnum at the Contractor's production facility, or the Delivery Site or Lift Site. If the quality of the Sphagnum is not of at least the same standard as set out in the Specification then the Contractor shall promptly replace such Material and reasonable cost of any subsequent Site visits made by the Authority in order to rectify/monitor quality issues will be borne by the Contractor.
6. Upon delivery of the Sphagnum, the Contractor shall issue a copy of the delivery note to the Nominated Officer within 5 working days.

7. Delivery Sites will be notified to the Contractor upon contract award, and could be anywhere within the Peak District and South Pennines Special Area of Conservation (see Figure 1 Location Map below).
8. The Contractor must satisfy itself that any vehicle it has chosen for delivery can safely and properly access the Delivery Sites.
9. The Authority will reject any Sphagnum delivered by the Contractor unless the Contractor has been issued with a Purchase Order instructing it to supply and deliver to the relevant Delivery Site.
10. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading, loading of Sphagnum, parking of vehicles, and storage of Materials.
11. The Nominated Officer shall give instructions to the Contractor before the Contract Commencement Date as to extent of land and any Access Tracks at the relevant Delivery Site that can be used in connection with deliveries (including, if applicable, provision of a copy of any permissions granting use of the Delivery Sites). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all sub-contractors are notified of the same.
12. Contractor access is to be restricted to daylight hours only during the Contract Period.
13. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the Delivery Site, in order that any Landowner and other stakeholders can be advised.

## **Part C Detailed Conditions**

### **6. Price**

1. The Authority is unable to confirm exact figures for its requirements for the quantity of Plugs to be supplied each year. For the purposes of this Tender a figure of up to 2,000,000 plugs per year shall be used for evaluation purposes. Tenderers are therefore requested to provide rates in the Itemised Costs for years 1–4 of the Contract Period as set out at the various price break points in the Itemised Costs section. For the avoidance of doubt the actual number of Plugs required during the course of the Contract Period will be confirmed by Purchase Order on a Call-Off basis as set out above.
2. The Price per Plug shall be determined as follows:
  - 2.1. Price per Plug for Year 1 and Year 2 of the Contract are fixed by the Tender Return.
  - 2.2. Price per Plug for Year 3 and Year 4 of the Contract are fixed by the Tender Return.
  - 2.3. If the Retail Price Index (“RPI”) is more than 3% on the 1<sup>st</sup> of April in 2023 (Year 3 of the Contract) the Contractor may by written notice to the Nominated Officer increase the Price per Plug using the following calculation:
$$\text{Price per Plug} = \text{Tendered Price per Plug} \times A$$
(where A = RPI on 1 April 2023)
  - 2.4. The Contractor must confirm the new Price per Plug by 1 May 2023.
  - 2.5. If the Authority accepts the new Price per Plug it shall accept the new Price in writing within 5 days of receipt of notification of the new Price from the Contractor and the Contract shall be deemed amended.
  - 2.6. If the Retail Price Index is more than 3% on the 1<sup>st</sup> of April in 2024 (Year 4 of the Contract) the Contractor may by written notice to the Nominated Officer increase the Price per Plug using the following calculation:
$$\text{Price per Plug} = \text{Tendered Price per Plug} \times A$$
(where A = RPI on 1 April 2024)
  - 2.7. The Contractor must confirm the new Price per Plug by 1 May 2024.

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- 2.8. If the Authority accepts the new Price per Plug it shall accept the new Price in writing within 5 days of receipt of notification of the new Price from the Contractor and the Contract shall be deemed amended.
  - 2.9. If there is any increase in the Price per Plug for Year 3 or Year 4 of the Contract pursuant to this clause, the Authority may terminate the Contract by serving written notice on the Contractor such notice to expire not less than 2 months after receipt of the Contractor's notice of a Price increase pursuant to this clause.
  - 2.10. If the increase in the Price per Plug:
    - 2.10.1. For Year 3 or Year 4 of the Contract; or
    - 2.10.2. For Year 3 taken together with Year 4 of the Contract; or
    - 2.10.3. Pursuant to this clause together with any variations of the Contract amounts to a total increase in the value of the Contract to more than 50% the Contract is automatically terminated and the Authority (at its option) may retender for the supply of Plugs in accordance with the relevant procurement regulations.
  - 2.11. Termination under this clause is without prejudice to any existing purchase orders.
  - 2.12. For the avoidance of doubt, if the Retail Price Index is more than 3% on 1<sup>st</sup> April in 2023 or 2024 and the Price per Plug increase is not agreed, the Contractor shall continue to supply the Plugs at the tendered Price per Plug for those years.

## **7. Timing of Project Delivery**

1. Target Works Commencement Date: 26<sup>th</sup> April 2021
2. Anticipated Works delivery periods:
  - 2.1. Year 1 – April 2021 – March 2022
  - 2.2. Year 2 – April 2022 – March 2023
  - 2.3. Year 3 – April 2023 – March 2024
  - 2.4. Year 4 – April 2024 – March 2025
3. All Supplies are to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
4. The Contractor must adhere to the Delivery Schedule agreed. It is essential that the Supplies are carried out in accordance with the Delivery Schedule. In the event the Contractor is in breach of this provision (save where such breach arises wholly from the negligence of the Authority or its other contractors) the Authority reserves the right to treat such breach as a material breach for the purposes of Section 1, Part C, **Clause 10 (Liquidated damages)**.
5. The Delivery Schedule will be notified to the successful Contractor at the pre-contract meeting and shall form part of the Contract.
6. The Authority may vary such Delivery Schedule on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 48 hours prior notice. Any such variation shall not be treated as a Contract Variation.

## **8. Environmental Requirements:**

1. It is essential that there is no waste of Materials at the Delivery Sites; the Contractor will be expected to manage operations to minimise waste.
2. All Deliveries undertaken by the Contractor must comply with the codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.

## **9. Health and Safety**

1. The Contractor will be responsible for Health and Safety during the course of the Contract. The Method Statements will need to be approved by the Nominated Officer. Method

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statements should include operational risks assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.

2. Material safety data sheets, if applicable, will be supplied by the successful Contractor.

#### **10. Liquidated Damages**

1. This Contract consists of one element of a much larger project involving a number of contracts for the delivery of goods and the provision of services. If the Contractor fails to supply and deliver the Material by the dates required and in accordance with the Delivery Schedule, the Authority may incur costs for a related contract or for the failure to deliver the project as a whole. The Authority will act reasonably in minimising such costs and acknowledges that such failure may result from a Force Majeure Event. However, the Authority reserves the right to claim the costs it has incurred as a result of the failure of the Contractor to comply with its obligations.
2. In the event that the Material requested pursuant to a Purchase Order form has not been Supplied and/or Delivered (as applicable) in whole or in part on the date stated in the Purchase Order form (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority) the Contractor shall be liable to pay on demand to the Authority in liquidated damages such costs as the Authority may reasonably incur as a result of such delay (including but not limited to the Authority suspending this Contract and obtaining the services of another contractor to Supply the Material).

#### **11. Defects Liability**

1. The Defects Liability Period in respect of the Material shall be as set out in the Agreement Particulars.
2. The Authority shall have the right at any time during the Defects Liability Period, to inspect the Material, make representations and require remediation in accordance with the Standard Conditions.

#### **12. Insurance**

1. The Contractor (and any sub-contractors) shall be required to maintain and provide evidence of insurance in accordance with the Standard Conditions in the sum of £5,000,000 (five million pounds). Copies must be included with the Tender.

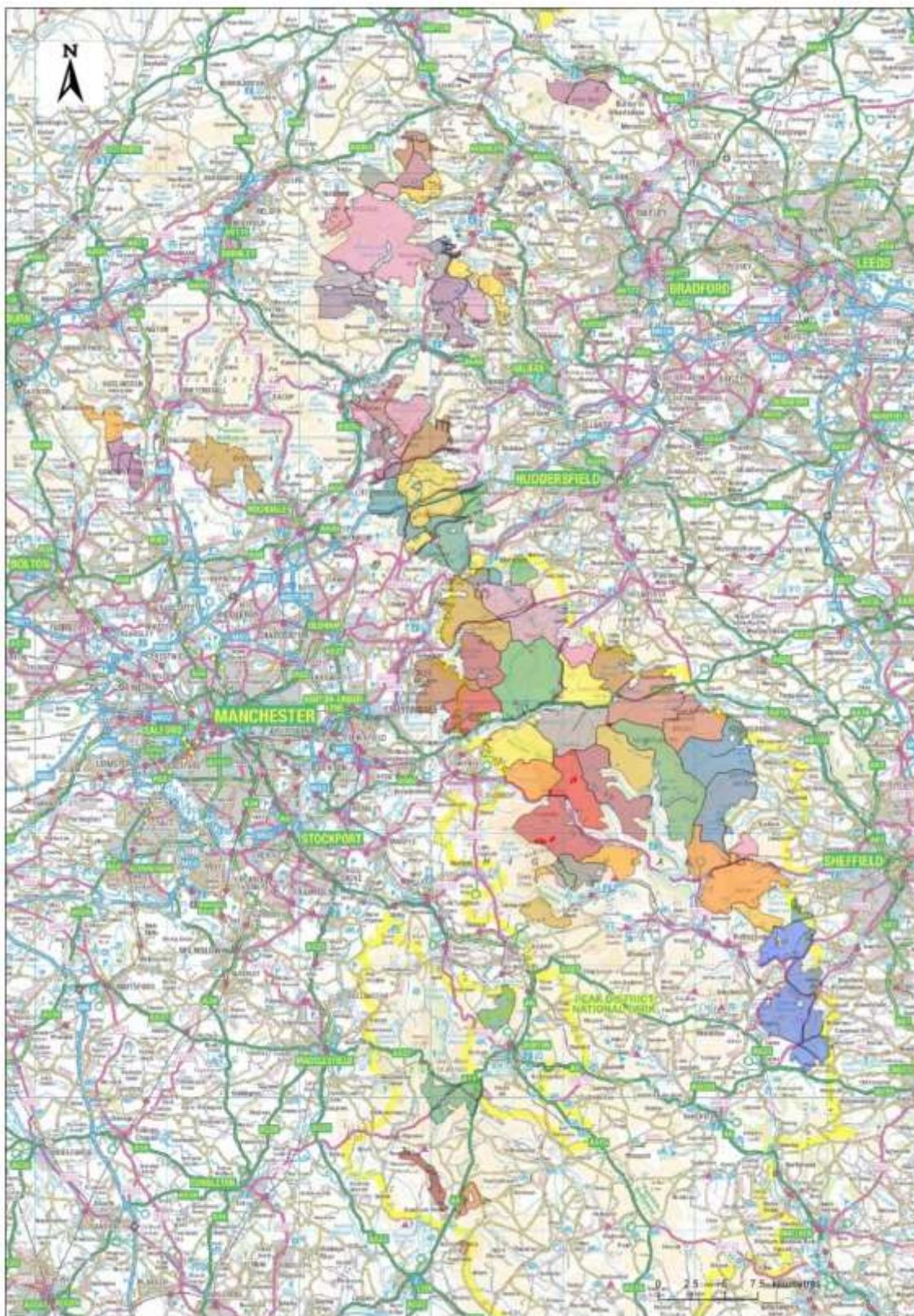


Figure 1 Map of MFFP working area



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**Part D Itemised Costs**

**13. Itemised Costs**

Please fill in the attached Part D Itemised Costs spreadsheet and return with your tender as both an electronic excel spreadsheet and a pdf.

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## Section 2: Instructions on submitting a tender

### 1. Summary

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

You tender will be evaluated against the provision of these items as set summarised below.

- Price (60% of the total score value);
- Quality criteria (40% of the total score value): Provision of evidence detailing previous relevant experience of supplying sphagnum moss at scale and a methodology detailing how you will meet the Contract Objectives.

- Part D Itemised Costs spreadsheet xls and pdf
- Appendix 1 Form of Tender
- Appendix 2 Tender questionnaire
- Appendix 3 Non-collusive tendering certificate
- Evidence of previous experience supplying sphagnum moss at scale (See Quality Criteria 1)
- Methodology for the provision of the supplies detailing how the Specification in Section 1 will be met (See Quality Criteria 1)

### 2. Invitation to Tender (ITT)

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

### 3. Basis of Tenders

Tenders are being invited on an open award procedure.

### 4. Scope

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

### 5. Contract Period

Tenders are invited for the period of a single task.

### 6. Queries about this ITT

Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.

6.1. Any queries concerning the information contained in this specification should be sent to:

Katy Thorpe

Email: [Katy.Thorpe@peakdistrict.gov.uk](mailto:Katy.Thorpe@peakdistrict.gov.uk)

6.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the Tender return, an opportunity may be given for suppliers to make a presentation to the Authority.

6.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential

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information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

## **7. Errors in completed tenders**

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price.

## **8. Sufficiency of Tender**

The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Tenderer's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

## **9. Period of Validity**

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

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

### **10.1. THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON Thursday 8<sup>th</sup> April 2021**

10.2. Tenders must be submitted by email.

10.3. Tenders submitted electronically:

10.3.1. It is the Tenderer's responsibility to ensure that its Tender complies with the submission requirements and is received by the Authority by the date and time set out. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderer's failure to check their email system for correspondence received from the Authority about this Tender. Tenderers must note that the current maximum size of any email receivable by the Authority is 10mb. It is the responsibility of the Tenderer to ensure that its Tender is received by the Authority. Tenderers are strongly advised not to submit their Tender immediately before the tender return deadline.

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

10.3.3. The Tender shall be made on the Form of Tender at **Appendix I**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

10.3.3.1. Proposed contract amendments in pdf format (see below).

10.3.3.2. Tender Questionnaire at **Appendix 2** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

10.3.3.3. Non-collusive tendering certificate at **Appendix 3** signed on behalf of the Tenderer and submitted to us in pdf format;

10.3.3.4. Analysis of resources;

10.3.3.5. Itemised costs as detailed within **Section I Part D**;

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- 10.3.3.6. Details of any part of the Supplies to be sub-contracted;
  - 10.3.3.7. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
  - 10.3.3.8. Any other information requested in the ITT.

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

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

**By 1700 ON 8<sup>th</sup> April 2021 (the Tender Return Date)**

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

**REF:MFF 116 2021-25 Supply and Delivery of Sphagnum Moss**

**All attachments must be in pdf form**

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

- 10.4. 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.
- 10.5. 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.
- 10.6. No tender received after the deadline for receipt of tenders stipulated above shall be considered **under any circumstances**.
- 10.7. 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.
- 10.8. The successful Tenderer will be required to enter into a Form of Contract which will be provided on award and shall include the Terms and Conditions at **Schedule 3**.
- 10.9. The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

## **11. Basis of Tender**

- 11.1. The Tender shall show the Tendered sum for the actual Supplies and the VAT separately.
- 11.2. The Tender must include the value of all of the Supplies and must cover all costs and expenses which may be incurred in order to complete delivery of the Supplies in accordance with the Tender documentation and to assume all express and implied risks, liabilities and obligations imposed by the form of contract and all other documents forming part of the Tender documentation.
- 11.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 11.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.
- 11.5. **Additional actions or delays to delivery of the Contract arising from Covid 19 are not treated as a Force Majeure Event or a Contract Variation. Tenderers**

**must therefore include in their Tendered sum the cost of complying with all Covid 19 requirements within this Tender.**

## 12. Sub-contracting

12.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Supplies 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 Supplies are likely to be met. Tenderers are requested to supply examples of similar Supplies 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 Supplies.
  - 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:

Price (60% of the total score value);  $60 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$

Quality criteria (40% of the total score value):

Provision of evidence detailing previous relevant experience and a methodology detailing how you will meet the Contract Objectives.

Criteria	Weighting	Evaluation Criteria
Price	60%	$60 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	40%	8 x score (see table below)

13.2.1. 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.

13.2.2. 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.

13.2.3. Rejected or eliminated tenders will not be scored.

#### **14. Award of Contract**

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

#### **15. Obligations**

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.

#### **16. 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.

#### **17. Confidentiality**

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

#### **18. Canvassing**

Tenderers face automatic disqualification if they canvass for the Supplies 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.

#### **19. Transparency**

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- 19.1. 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.
- 19.2. 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.

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## Section 3 Definitions and standard terms and conditions of contract

### I. Definitions

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

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

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

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

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

**“Call Off Basis”** means the ordering of Materials during the Contract Period by the Nominated Officer in such quantities and at such times as shall be stated on the relevant Purchase Order and for the avoidance of doubt the Authority shall not be obliged to purchase such Materials unless and until a Purchase Order form has been issued

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

**“Contamination”** means 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 these Standard Conditions and the Detailed Conditions

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

**“Contract Commencement Date”** means the date that the delivery of the Supply is to commence as set out in the Contract Particulars

**“Contract Completion Date”** means the date on which the Nominated Officer specifies in writing to the Contractor that the Supply of the Material has been completed to its satisfaction

**“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

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

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

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

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

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

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

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

**“Delivery”** means the delivery of the Material in the manner set out in the Contract Specification (if applicable)

**“Delivery Schedule”** means the schedule for delivery of the Material agreed between the Nominated Officer and the Contractor

**“Detailed Conditions”** means the conditions contained at **Section I**

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



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**“Equipment and Machinery”** means vehicles machinery plant tools and all other associated items required in connection with the Supply

**“Form of Tender”** means the tender return form

**“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 supply and delivery of the Materials, fire, earthquake, nuclear disaster, act of terrorism or other natural physical disaster

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

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

**“Invitation to Tender”** means the invitation to tender for the supply of the Material

**“Itemised Costs”** means the costs for the supply of the Material in the Form of Tender

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

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

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

**“Material”** means all materials described in the Specification for supply and delivery by the Contractor

**“Method Statement”** means a statement setting out the proposed methods for the Supply 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 Materials made pursuant to these Standard Conditions

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

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

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

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

**“Project Progress Report”** means a report provided by the Contractor at the request of the Nominated Officer detailing the progress of the supply of the Materials

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

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

**“RAMS”** means risk assessment and method statement

**“RIDDER”** 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 Supply (if requested in the Invitation to Tender)

**“Schedule of Rates”** means the rates for the supply of the Material contained in the Itemised Costs (if any)

**“Sites”** means the sites used in connection with this Contract including the Delivery Site/Donor Site/ Drop Site/Lift Site/Storage Site (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 of the Materials at **Section I**

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**“Standard Conditions”** means these conditions

**“Storage Site”** means the location in which the Materials are to be stored in accordance with the Specification (if applicable)

**“Supply Commencement Date”** means the date of the first Purchase Order (if any)

**“Supply Programme”** means the programme for the supply of the Material provided by the Tenderer in the Tender and forming part of the Tender Documentation if requested in the Invitation to Tender

**“Target Completion Date”** means the date targeted for completion of the supply of the Materials as set out in the Contract Particulars

**“Tender”** means the tender submitted by the Tenderer and shall include the term “Tender Return” and the 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 increases the potential for an accident

**“User”** means those persons granted rights over the land on which the Material or part is to be Delivered (if any) including (but not limited to) shooting and grazing rights

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

## 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

- 2.1. The Contractor agrees that at all times it will supply the Material and perform the Contract:
  - 2.1.1. in compliance with the following conditions;
  - 2.1.2. in a manner wholly consistent with the Tender Documentation;

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- 2.1.3. to the entire satisfaction of the Nominated Officer; and
  - 2.1.4. in any event with all due skill, care and diligence that would be expected of a qualified competent and experienced person undertaking the supply of the Materials.
  - 2.2. The Materials shall be fit for purpose;
  - 2.3. The Contractor shall notify the Nominated Officer as soon as practicable and in any event within 24 hours if the Contractor is unable Supply the whole or any part of the Material or perform any of its obligations under the Contract;
  - 2.4. The Contractor shall exercise all due care and diligence whilst Supplying the Material and shall be responsible for any loss or damage caused by the Contractor's negligence or lack of care;

### **3. Employees**

- 3.1. The Contractor shall not engage or employ or cause to be employed 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.
- 3.6. 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. Vehicles, Equipment and Machinery**

- 4.1. The Contractor shall at all times during the Contract Period at its own cost provide such Equipment and Machinery as is necessary for the proper performance of the Contract to the Authority's satisfaction.
- 4.2. 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.
- 4.3. 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.
- 4.4. The Contractor shall use no other Equipment and Machinery other than that stated in the Tender without prior approval of the Nominated Officer.
- 4.5. 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.

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- 4.6. Vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer. Access for Equipment and Machinery to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period and 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.
  - 4.7. 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.
  - 4.8. The Contractor shall ensure that all highways or other rights of way in the vicinity of the delivery (if applicable) are kept clean of mud and other debris.

## **5. Environmental Provisions**

- 5.1. The performance of this Contract 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):
  - 5.1.1. The Water Resources Act 1991;
  - 5.1.2. The Environmental Protection Act 1990
  - 5.1.3. DEFRA Statutory Guidance "Waste duty of care: code of practice"[https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice](https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice/waste-duty-of-care-code-of-practice);
  - 5.1.4. 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.
- 5.2. 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:
  - 5.2.1. the Control of Substances Hazardous to Health Regulations 2002 (COSHH);  
<https://www.hse.gov.uk/coshh/>;
  - 5.2.2. the Control of Pollution (Oil Storage) (England) Regulations 2001;
  - 5.2.3. Control of Pesticides Regulations 1986 (as amended 1997).
- 5.3. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statutes are not to be harmed or their habitat damaged.
- 5.4. 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).
- 5.5. Site(s) must be left clean and tidy at all times.
- 5.6. Dogs and smoking are not permitted on Site(s).
- 5.7. 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.

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- 5.8. 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.
- 5.9. 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.
- 5.10. 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.
- 5.11. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Waste (England and Wales) Regulations 2011. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- 5.12. The Contractor must comply with the Control of Noise at Work Regulations 2005. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

## **6. Health and Safety**

- 6.1. 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 (if required).
- 6.2. 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.
- 6.3. The Contractor must at all times adhere to and comply with any RAMS.
- 6.4. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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).
- 6.9. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). <https://www.hse.gov.uk/riddor/index.htm>.

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6.10. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 2018.

6.11. The Contractor must be aware that the 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.

6.12. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.

## **7. British Standards**

7.1. These provisions shall apply only where any of the Material is supplied by a Contractor.

7.2. Except where hereinafter 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 recognised in another Member State of the European Community (whichever is the higher), in either of which latter two alternatives the Contractor is required to furnish the Nominated Officer with supporting documentation to prove that the Materials offer guarantees of safety, standards of reliability and fitness for purpose equivalent to or in excess of the relevant British Standard Specification.

7.3. In the event of the Nominated Officer (whose decision shall be final) not being satisfied that the Materials proposed 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 hereinafter specified to the contrary all workmanship is to comply with the latest British Standard Code of Practice.

## **8. Project Progress Report**

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

## **9. Variation of Contract**

9.1. Without prejudice to any other of the Conditions a Contract Variation shall not be valid or of any effect unless it is agreed in writing and signed by the Nominated Officer and the duly authorised agent or representative of the Contractor. Contract Variations for which there is no written confirmation or on a Project Progress Report form, are not authorised and will not be paid for under any circumstances. No other variations to the Contract shall be accepted by the Authority.

9.2. The Nominated Officer may request any Contract Variation that are in his opinion necessary or desirable for the most efficient performance of the Contract.

9.3. 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 Supply 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 proposed dates of supply of the Material.

9.4. 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 Supply.

9.5. 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 24 hours of the Contract Variation.

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9.6. 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).

## **10. Payment and Invoices**

- 10.1. 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.
- 10.2. 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 of the Contract) certify that the Invoice is correct for payment and shall procure payment to the Contractor of the amount so certified.
- 10.3. MoorLIFE: Where requested on the Purchase Order the Contractor must include the wording "This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020" on their Invoice as part of the MoorLIFE 2020 Project funding. Failure to do so will result in a request by the Authority for a re-submitted invoice with the correct reference wording on it. This may delay payment.
- 10.4. All Invoices received by the Authority must include the PDNPA Purchase Order number on the Invoice. Failure to do so will result in a request by the Authority for a re-submitted invoice with the PO number on it. This may delay payment.
- 10.5. All Invoices received by the Authority must only relate to the Purchase Order sent out by the Authority. Contractors must not combine Purchase Order numbers into a single Invoice. If this does occur then the Authority will return the Invoice/Invoices to Contractor and ask for them to be re-submitted. This may delay payment
- 10.6. Provisions for phasing of Payments (if any) shall be included in the Contract.

## **11. Value Added Tax**

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.

## **12. CDM (if applicable)**

- 12.1. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Contract and the Sites he will duly comply with the CDM Regulations to the extent applicable to the Project.
- 12.2. Without limitation, in accordance with the CDM Regulations:-
- 12.2.1. The Authority's main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
- 12.2.2. The Contractor will ensure that all personnel engaged in undertaking the Contract shall be competent to undertake the Contract in accordance with the CDM Regulations and shall comply with the instructions of the Authority, Nominated Officer or its CDM Co-Ordinator, so far as they relate to the CDM Regulations.
- 12.2.3. The Contractor shall (if requested) notify the Nominated Officer of the name, address and telephone number of the person who will be the authorised agent or

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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.

12.3. 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.

### **13. Insurance**

13.1. This clause shall apply where the Contractor is Delivering Material.

13.2. The Contractor shall at all times from and including the Contract 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:

13.2.1.1. To the Authority and to any of their employees,

13.2.1.2. To the employees of the Contractor,

13.2.1.3. To any other person (including for the avoidance of doubt a Landowner or Tenant)

13.2.1.4. In respect of the replacement of the Material.

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 helicopter operations required)

13.3. 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.

13.4. The Contractor shall also maintain public liability insurance arising out of or in connection with any matter involving or relating to the Delivery in the sums set out above.

13.5. The Contractor shall, prior to the Contract Commencement Date or Contract Date (whichever is the earlier) and at such other times as the Nominated Officer may require, supply the Nominated Officer with copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Clause.

13.6. In the event that the Contractor is in breach of this Clause the Authority shall be at liberty to obtain such insurance as is required at the cost of the Contractor (payable on demand).

### **14. Agency**

14.1. The Contractor is not and shall not in any circumstance hold itself out as being the agent of the Authority.

14.2. 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.



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14.3. The Contractor has not and shall in no circumstances hold itself out as having the power to make, vary discharge or waive any by-law or regulation of any kind.

14.4. 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.

## **15. Liability of the Contractor**

15.1. 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:

15.1.1. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;

15.1.2. any and all proceedings, demands, penalties, statutory charges and fines;

15.1.3. 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;

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.

15.2. Any damage or loss which may occur during the Contract Period in relation to the Materials or Equipment and Machinery on or before the Contract Completion Date or to any materials or property whatsoever of the Authority which may at any time for the purpose of any delivery (if applicable) be in the custody or use of the Contractor or sub-contractor which shall arise from the 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.

15.3. 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 supply of the Material and against all costs and proceedings in respect of any such claim. The Contractor shall also make good any loss or damage occasioned to the property of the Authority by the acts or defaults of the Contractor or his sub-contractors and reimburse the Authority for any loss suffered thereby.

## **16. Force Majeure**

16.1. 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:

16.1.1. 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

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16.1.2. 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

16.1.3. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.

16.2. 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 Supply 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.

16.3. For the avoidance of doubt, Covid 19 shall not be treated as a Force Majeure Event.

## **17. Materials**

17.1. Acceptance of Materials by the Authority does not constitute confirmation by the Authority that the Materials are as required in the Specification and fit for purpose.

17.2. Upon payment of the relevant invoice for the Materials, the Materials shall become the property of the Authority.

17.3. Notwithstanding ownership of the Materials by the Authority, any damage or loss which may occur during the Contract Period in relation to the Materials or Equipment and Machinery on or before the Contract Completion Date or to any materials or property whatsoever of the Authority which may at any time for the purpose of any delivery (if applicable) be in the custody or use of the Contractor or sub-contractor which shall arise from the negligence of the Contractor or theft, spoiling, decay, waste, wind, rain or fire shall be the responsibility of the Contractor and the Contractor shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.

## **18. Defects Liability Provisions**

18.1. The Authority shall have the right at any time to inspect the Supply and the progress of the Delivery and may make representations to the Contractor following any such inspection.

18.2. The Contractor shall comply with the Nominated Officers directions following such inspections (insofar as such do not constitute Contract Variations).

18.3. Upon the completion of the Supply the Contractor shall notify the Nominated Officer and the Nominated Officer shall in its absolute discretion notify that the Material (whether in whole or part) is satisfactory ("the Completion Certificate").

18.4. In the event that the Nominated Officer cannot so notify the Contractor shall take such action as shall be agreed with the Nominated Officer (including but not limited the removal and replacement of such Material) to enable the Nominated Officer to confirm that the whole of the Material has been Supplied to its entire satisfaction.

## **19. Bribery and Corruption**

19.1. The Contractor warrants and undertakes to the Authority that:

19.1.1. 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");

19.1.2. 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;

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- 19.1.3. 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;
- 19.1.4. 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;
- 19.1.5. 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;
- 19.1.6. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- 19.1.7. 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;
- 19.1.8. 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.
- 19.2. 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

- 20.1. The Authority shall be entitled forthwith 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:
- 20.1.1. The failure to materially perform the obligations under **Clause 2 (Performance)** of this Section.
- 20.1.2. Any material breach by the Contractor of any other provision of the Contract.
- 20.1.3. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days.
- 20.1.4. 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, Provided That an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this Condition.
- 20.1.5. 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.
- 20.1.6. 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
- 20.1.7. 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
- 20.1.8. The withdrawal of the Authority's funding for the Project
- 20.1.9. 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

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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

20.2.A Termination Notice shall be in writing and may be given by the Nominated Officer on behalf of the Authority.

20.3. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:

20.3.1. The Contractor shall forthwith cease to Supply the Material;

20.3.2. (Save where a Termination Notice is served pursuant to **Clause 19 (a) (vii, viii and ix)**) the Contractor shall fully and promptly indemnify the Authority in respect of:

20.3.2.1.1. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and

20.3.2.1.2. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period to the extent that such costs exceed such sums as would have been lawfully payable to the Contractor for the Supply of the Material. 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 Supply of the Material.

20.3.3. 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.

20.3.4. 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.

## 21. Contract Suspension

21.1. 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 Supply the Material during the Contract Suspension Period and the cost of the Authority in relation to such suspension shall be deducted from the Price

21.2. 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

22.1. 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.

22.2. 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. As a condition of consent (but without any obligation to consent), the Authority may impose such conditions as it may require. Any assignment occurring as a result of any internal reconstruction of the Contractor that is a limited company shall not require consent Provided That the Authority shall be given prior written notice.

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22.3. The Contractor shall not sub-let the whole or any part of the Supply without the written consent of the Nominated Officer. As a condition of consent (but without any obligation to consent), the Authority may impose such conditions as it may require. 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 as fully as if they were acts defects or neglects of the Contractor, its agents, servants or workmen and the Contractor shall indemnify and keep indemnified the Authority from and against any costs claims demands and liabilities howsoever arising out of or in respect of any breach by any sub-contractor its agents servants or workmen.

### **23. Notices**

23.1. 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.

### **24. Arbitration**

24.1. 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.

24.2. Any award or decision of such Arbitrator shall be final and binding on the parties hereto.

24.3. Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Supply 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.

### **25. Observation of Statutory Requirements**

The Contractor shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the Supply of the Material including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Supply (where the same are within the power and control of the Contractor) and the Contractor shall indemnify the Authority accordingly.

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

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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.

**27. Waiver**

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with these conditions.

**28. Whole Contract**

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

**29. Warranty**

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

**30. Rights and Duties Reserved**

30.1. 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.

**31. Confidentiality and Data Protection**

31.1. 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:-

- 31.1.1. not be used for any purpose other than the performance of the Contract;
- 31.1.2. 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
- 31.1.3. not after termination be used for any purpose whatever or disclosed to any third party.

31.2. 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.

31.3. 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.

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- 31.4. 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.
- 31.5. Data Protection. To the extent that the contractor is a data processor under the contract, of data in respect of which the purchaser is the data controller, it is agreed that
- 31.5.1. The contractor may only use the data on the instruction of the purchaser. The data cannot be used for the contractor's own purposes.
- 31.5.2. The contractor shall comply with the security measures required by the Data Protection Act 2018.
- 31.5.3. The contractor shall, upon request, demonstrate to the reasonable satisfaction of the purchaser the security and related organisational measures operated by the supplier and as applied to the contract.
- 31.5.4. The contractor shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

### **32. Freedom of Information and Transparency**

- 32.1. 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 and 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.
- 32.2. 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

### **33. Contract Period**

- 33.1. 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.
- 33.2. The Authority shall have the absolute discretion to use the Contractor, another contractor, its own employees or any third party to Supply the Material or any part of them at any time during the Contract.
- 33.3. Notwithstanding the Contractor's obligations to maintain a capability to Supply the Material 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 Supply at any time during the Contract Period.

### **34. Sub-contracting**

- 34.1. The Authority's prior written approval must be obtained before any Supply of the Material (in whole or in part) is sub-contracted. The Authority reserves the right to refuse such approval as its absolute discretion.
- 34.2. An approved sub-contractor must give a direct warranty and undertaking to the Authority but the Tenderer will nonetheless remain primarily liable for Supplying the Material.

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### **35. Ancient Monuments and Archaeological Areas**

- 35.1. 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”).
- 35.2. 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:-
- 35.2.1. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
- 35.2.2. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
- 35.2.3. 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
- 35.3. 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);
- 35.3.1. Consultation of the National Heritage List for England at <https://historicengland.org.uk/listing/the-list/> and
- 35.3.2. Consultation of the Peak District National Park Authority archaeological department.
- 35.4. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
- 35.5. 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 Supply 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.

### **36. Conditions**

- 36.1. In the event of any contradiction between the Standard Conditions and the Detailed Conditions then the Detailed Conditions shall prevail
- 36.2. 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).
- 36.3. 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.

### **37. Communications and marketing**

- 37.1. Any supplies for the Authority may be included in promotional material released by the Authority.
- 37.2. By accepting an Authority Purchase Order the Contractor is consenting to use their company image, branding and equipment for the use of publicity and marketing by the Authority.



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37.3. The Authority may include, but reserves the right not to, credit the Contractor in any publicity they release.

37.4. The use of Contractor images does not include images of the faces of individual workers. Should any pictures of faces, or recognisable features of an individual, be included in an image which the Authority wishes to use then consent will be requested of the individual through the Contractor. If they refuse permission then these pictures will not be used.

37.5. The consent given by this Clause refers to all forms of media including social media.

37.6. The Contractor shall only be permitted to use images taken during any supplies if they adhere to the Moors for the Future Communications protocol. A copy of this protocol will be freely available on request from the Authority via the Nominated Officer. This is applicable for all forms of media, including social media. The protocol has different sections relating to the different types of publicity and media and for the avoidance of doubt referrals can be made to the MFFP communications manager.

37.7. Any unauthorised use of Authority works for the Contractors own publicity will assess for suitability shall be removed on request.

### **38. Equality**

38.1. 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:

38.1.1. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;

38.1.2. Advance equality of opportunity between people who share a protected characteristic and those who do not;

38.1.3. Foster good relations between people who share a protected characteristic and those who do not.

38.2. 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.

### **39. MoorLIFE2020: Carbon audit**

39.1. As part of the Moor Life 2020 project, Moors for the Future Partnership are required to collect information to calculate the carbon footprint of the project.

39.2. Details about journeys made by all Contractor vehicles (staff travel, tractors, helicopters, deliveries etc.) will need to be recorded by the Contractor and provided to the Authority.

39.3. Details of this data collection and forms to fill in will be issued to the Contractor upon award of Contract.

### **40. MoorLIFE2020: Socio Economic Impact**

40.1. As part of the MoorLIFE 2020 project, monitoring the socio-economic impacts of the project is a compulsory action. Contractors may be required to collect and provide information as part of their contract and project delivery.

40.2. Direct socio-economic impacts of the project on (local) businesses.

The Authority will record data on the enterprises that are awarded contracts to establish the impact of the project on the (local) business community.

40.2.1. The following information may be requested from the Contractor:

40.2.2. Type/status of business (e.g. sole trader, partnership, limited company, social enterprise, cooperative, charity)

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- 40.2.3. Business size (number of employees and types of contracts)
  - 40.2.4. Number of years trading
  - 40.2.5. Registered address.
  - 40.2.6. Number of people employed by contractors and partners in the delivery of the project actions
  - 40.2.7. Number of years employed by the enterprise at start of contract
  - 40.2.8. The length and type of employment contracts of people working on the contract
  - 40.2.9. De-personalised information on their home addresses (first three digits of postcode).

#### **41. COVID-19**

- 41.1. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for this Contract.
- 41.2. The Contractor shall cease performing this Contract 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, temporarily frustrates this Contract. Recommencement of the Contract shall be on the basis set out in this clause and any other reasonable requirements of the Authority.
- 41.3. 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 supply of Materials and inform the Authority of the date, nature and duration of the breach. The supply of Materials 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.
- 41.4. A breach of this clause shall be treated as material breach of contract.

### **Appendix 1 Form of Tender – available electronically**

### **Appendix 2 Tender Questionnaire – available electronically**

### **Appendix 3 Non-collusive tendering certificate – available electronically**