SPECIFICATIONS, DOCUMENTS & CONDITIONS OF CONTRACT FOR

MFF 87 2019-20 Stock Fencing

Tender Return Date: 12:00 on 13/09/2019

Please note that the permissions and consents required for the works described within this tender are not currently in place. As such these works are being tendered as an unconfirmed requirement.

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Please note that the Peak District National Park Authority has a new Tender Evaluation Process. Please refer to Section 2 to ensure that you supply all the required information. Not supplying the required information may result in your tender scoring low during the evaluation process.
SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS AND FORM OF TENDER

PART A: CONTRACT OBJECTIVES

The objective of this Contract is the installation of stock fencing on Arnfield moor and Wessenden Head moor.

The work will include the following sub-objectives:

a. Consultation with the Authority about the fencing requirements for the Works.
b. Surveying the Works Sites and identifying the required quantities of fencing materials required for the Works
c. The supply of all fencing materials required for the Works
d. The construction of 5.6 kilometres of stock fencing on Wessenden Head moor
e. Funding for the Wessenden Head moor works is currently unconfirmed and so the Wessended Head works package is being tendered as an unconfirmed requirement.
f. The construction of 2.4 kilometres of stock fencing on Arnfield moor
g. The removal and disposal of 1.2 kilometres of fire damaged stock fencing from Arnfield moor
h. Clear communication with the Nominated Officer prior to and during the course of the Works, including but not limited to; Works scheduling, progress and quality.
i. Production of and adherence to all health and safety material for the delivery of the Works including; a construction phase plan as required under the CDM 2015 regulations and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (10 million pounds).

PART B: WORKS SPECIFICATION

1. TIMING OF PROJECT DELIVERY:

a. Works Commencement Date: As soon as possible from September 2019
b. Wessenden Head Works Completion Date: 20th December 2019
c. Arnfield Target Completion Date: 20th December 2019
d. Arnfield Works Completion Date: 31st March 2020
e. The Programme of Works will be confirmed with the successful Tenderer at the pre-contract meeting.

2. WORKS SITE INFORMATION

a. The Works Sites are located on Arnfield moor and Wessenden Head moor in the Peak District National Park
b. The maps located in Appendix 1 outline the general location of the Works Sites
c. The Works Sites comprises remote moorland at high altitude and may include waterlogged areas, deep gullies and stream channels.
d. The Work Sites are Open Access land (pursuant to CRoW Act 2000)
e. There was a large wildfire on Arnfield moor during the summer of 2018 which damaged the blanket bog habitat and a 1.2 kilometre section of fencing.
f. The Works Sites are designated as SSSI. The Contractor must comply with the codes of practice for Operations on SSSI.
g. Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach the Work Areas
3. **ESTIMATED QUANTITIES OF FENCING WORK**
   a. There is approximately 5.6 kilometres of stock fencing to be constructed on Wessenden Head moor.
   b. **Funding for the Wessenden Head moor works is currently unconfirmed and so the Wessenden Head works package is being tendered as an unconfirmed requirement.**
   c. There is approximately 2.3 kilometres of new stock fencing to be constructed on Arnfield Moor.
   d. There is a 1.2 kilometre section of fencing on Arnfield Moor that was damaged by a large wildfire during the summer of 2018. This fencing must be dismantled and removed from the works site.

4. **CONSULTATION WITH THE AUTHORITY ON FENCING REQUIREMENTS**
   a. The Contractor will be required to attend consultation meetings with the Authority and stakeholders about the fencing requirements for the Works.
   b. The contractor must be able to provide technical advice regarding the construction of stock fencing in remote moorland areas.
   c. Following the consultation with the Authority the Contractor will be responsible for identifying the exact quantities of fencing materials required to undertake the works and for providing a bill of quantities.
   d. The Contractor must provide a plan of the fencing Works required to the Authority outlining the locations of gates and stiles.

5. **SUPPLY OF FENCING MATERIALS FOR THE WORKS**
   a. The Contractor must supply all fencing materials required for the Works.
   b. The Contractor must deliver all fencing materials required for the Works to the helicopter Lift Sites.
   c. The Lift Site for Arnfield moor will be located at either Chew reservoir or Buckton Quarry (see location maps in appendix 1) a 4x4 vehicle will be required to access these Lift Sites.
   d. The Lift Site for Wessenden Head Moor will be located at Lane Farm near the village of Holme (see location maps in appendix 1) a 4x4 vehicle will be required to access these Lift Sites.
   e. The Contractor will need to liaise with the Authority prior to accessing the Lift Sites, to confirm the specific access requirements.

6. **TRANSPORTATION OF FENCING MATERIALS TO THE WORKS SITE**
   a. The Authority will be responsible for transporting the fencing materials to the Works site with a Helicopter airlift.
   b. The Contractor will be responsible for identifying the drop locations for the fencing materials, and for transporting the fencing materials around the works site after the helicopter airlift.
   c. The Contractor must liaise with the Authority’s and the Authority's airlifting contractor about the drop locations for the fencing materials at the Works Site prior to the airlift.
   d. The Contractor must mark out the drop locations at the Works Site prior to the airlifting of the fencing materials and pass GPS coordinates of the drop locations to the Authority.
   e. The Contractor must provide workers to prepare the fencing materials for aerial load lifting.
   f. The Contractor must liaise with the Authority and the Authority's airlifting contractor about the methods required for preparing the fencing materials for airlifting.
7. TRANSPORTATION OF FENCING MATERIALS AROUND THE WORKS SITE
   a. The Contractor will be responsible for transporting the fencing materials around the Works Site, once the Authority has airlifted the materials to the works site drop locations.
   b. The Contractor must provide their own staff, Vehicles and Equipment for transporting the fencing Materials around the Works Site.
   c. All Vehicles and Equipment used by the Contractor will be strictly low ground pressure.
   d. The contractor must specify the details of any Vehicle and Equipment they intend to use during the course of the Works with their tender return.
   e. When transporting Materials and Equipment within the Works Site the Contractor must seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc.).
   f. The Contractor is responsible for the tracking of all Machinery and Equipment to the Work Site.
   g. The Contractor will provide a Method Statement with their Tender return detailing their proposed method for tracking Machinery and Equipment to and from the Works Sites.

8. GENERAL WORKS SITE ACCESS
   a. Arnfield Moor Work Site
      i. There is a track accessible by 4x4 vehicles from Arnfield lane (near Tintwistle) that goes up to the shooting cabins on Arnfield moor (see location maps)
      j. All Machinery and Equipment taken past this point must be low ground pressure only
   b. Access for Contractor Machinery, Equipment and staff will need to access the Works Site only by the agreed Access Tracks.
   c. The Contractor should expect to track Machinery and Equipment several kilometres to reach the Work Sites.
   d. The Contractor will detail in their Method Statements the means for dealing with excessively wet and boggy ground when operating Machinery at the Works Sites. At the time of tender it is not possible to determine the exact ground conditions at the Works Site. Should access to Work Sites require additional means, the method and costs associated with this will be agreed with a contract variation.
   e. The Nominated Officer may provide an ‘Ecological Watching Brief’ during tracking activities. The Contractor shall comply (and ensure that any sub-contractor complies) with the requirements and conditions of the brief.
   f. Fence sections and stiles and gates that have been cut or removed to gain access should be replaced with an appropriate length of new wire and posts and a new gate if necessary.
   g. The Contractor must have GPS systems on their Machinery and persons capable of displaying GIS information provided by the Authority.
   h. The Contractor shall ensure that suitably experienced machine operators will at all times be used to complete the Works to the Authority’s satisfaction.
   i. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area.
   j. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be discussed with the Nominated Officer prior to being undertaken.
k. The Works Site must be returned to as close to pre-works condition as soon as practically possible after the Works Completion Date to the satisfaction of the Nominated Officer.

l. If the Contractor fails to reinstate the Works Site as required to the satisfaction of the Nominated Officer, the Authority reserves the right, after having given notice to the Contractor, to reinstate the Works Site at the cost of the Contractor, payable on demand.

m. Any Equipment bogged-down must be removed at the earliest opportunity at the Contractor’s expense and any damage caused is to be rectified to a standard set down by the Nominated Officer.

9. CONSTRUCTION SPECIFICATION FOR STOCK FENCING

a. All stock fencing, stiles and gates must be constructed as per the fencing specifications provided in Appendix 2 unless specified otherwise by the Nominated Officer.

10. REMOVAL OF FIRE DAMAGED STOCK FENCING

a. There is a 1.2 kilometre section of fencing on Arnfield Moor that was damaged by a large wildfire during the summer of 2018.

b. The Contractor must dismantle the fencing and prepare the damaged fencing for removal from the works site.

c. The Authority is currently consulting with the stakeholders for the site about how the damaged fencing must be removed from the works site.

d. The Authority is requesting costed options for the removal of the damaged fencing from the works site.

e. The Contractor is requested to provide costs for removing the damaged fencing from the works site using low ground pressure vehicles.

f. The Contractor is also requested to provide costs for preparing the damaged fencing for removal from site via Helicopter airlift, including providing GIS information for the location of ALL materials prior to airlifting.

g. Should airlifting of the fire damaged fencing be required, the Authority will be responsible for the airlifting works.

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

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

b. The Contractor will be responsible for managing health and safety during the Works as the Principle Contractor.

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

d. The Contractor must provide the Authority with a Construction Phase Plan prior to the commencement of the Works.

e. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email.

f. Please see Section 1 Part C for detailed conditions regarding CDM 2015.
PART C
DETAILED CONDITIONS

1. PROGRAMME OF WORKS
   a. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works and are completed by the Target Completion Date as set out in the Contract. Any delay may also have an impact on other Authority projects and contracts. In the event that the Contractor is in breach of this provision the Authority reserves the right to treat such breach as an actionable breach for the purposes of Section 1C Clause 9 (Liquidated Damages).
   b. The Contractor shall carry out the Works on particular Works Sites in the order notified to the Contractor by the Nominated Officer (“the Works Sites Schedule”). The Works Site Schedule is not confirmed at this time and may not be in a logical geographical order. The Works Sites Schedule shall be determined by the Nominated Officer having due regard to landowner consents, shooting dates and other constraints and shall be notified to the Contractor by the Nominated Officer at the pre-contract meeting.
   c. The Programme of Works (including the Works Sites Schedule) will be notified to the Tenderer at the pre contract meeting and shall form part of the Contract.
   d. The Authority may vary such Works Sites Schedules on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 72 hours prior notice. Any such variation shall not be treated as a Contract Variation.

2. ENVIRONMENTAL REQUIREMENTS:
   a. As the area the Contract is being executed in is a designated SSSI no litter (including cigarette stubs) is to be left on Site.
   b. All works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
   c. It is essential that there is no waste of Materials at the Site; the Contractor will be expected to manage operations to minimise waste.
   d. Removal of Waste Materials and any other Materials from the Delivery, Lift and Work Sites shall remain the responsibility of the Contractor.
   e. Vehicle and Equipment movement on the Works Site should be kept to the minimum that might reasonably be expected to complete the Works. Vehicle and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Method Statements must state types of Equipment to be used.
   f. No fuels are to be left unsecured or unsupervised on Work Sites overnight or in unattended work areas or near to any open watercourse.
   g. All machinery must be accompanied by spill kits
   h. No machinery is to be left unsecured or unsupervised near to any open watercourse.
   i. The Sites are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000; as such all public highways, footpaths, or bridleways are to remain open and clear of debris at all times.
3. TRANSPORT OF MATERIALS
   a. The Contractor must provide their own Equipment suitable for movement and loading of all Materials for the Works.
   b. The Contractor must provide a list for approval before the Works Commencement Date to the Nominated Officer of all and any Equipment to be used during the Contract Period.
   c. No quad bikes or similar vehicles are to be allowed on Site without the prior written approval of the Nominated Officer.
   d. The Works Sites include (but are not limited to) waterlogged areas, deep gullies and stream channels.
   e. When transporting Materials and Equipment to and from the Works Sites and within the Works Sites the Contractor will seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc).
   f. If ground conditions deteriorate to the point where damage is occurring, the Contractor must immediately inform the Nominated Officer and halt work as necessary.
   g. The Contractor is responsible for rectifying all damage caused by access and use of the Sites promptly at their own expense and to the absolute satisfaction of the Nominated Officer.
   h. There is to be no unnecessary movement of plant or machinery on Site.

4. HEALTH AND SAFETY
   a. The Contractor will be responsible for Health and Safety during the course of the Contract. RAMS need to be approved by the Nominated Officer. Method Statements should include operational Risks Assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.
   b. The Contractor must produce site specific RAMS and/or updated RAMS for approval by the Nominated Officer before the Works Commencement Date.
   c. The Contractor is to provide their own welfare facilities for the duration of the Works.
   d. Health and Safety Plan
      i. The Contractor is to submit a copy of the Health and Safety Policy issued to their employees, to the Nominated Officer. This will form part of the site safety plan (the “Site Safety Plan”).
      ii. The Works are subject to Risk Assessment by the Contractor and the assessment will form part of the Site Safety Plan. Prior to commencing Work the Contractor will submit any alterations to the RAMS that may be necessary, for the approval of the Nominated Officer. The Contractor’s Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
   e. Potential Hazards Associated with the Works
      i. The Contractor should identify all potential hazards associated with the Works and provide RAMS for the mitigation of these with the Tender Return. Hazards should be considered in terms of:
         1. The Site and any other locations utilised during the delivery of the Works.
         2. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site and the users.
         3. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site on which the Works are being undertaken.
      ii. Where applicable, the Authority has identified potential and known site hazards to which the Contractor should have due regard when producing their site specific RAMS. Such documentation is for information purposes only and cannot be relied upon. The Contractor must make their own enquiries and assessment.
f. Site Safety Considerations
   i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
   ii. No representation is made by the Authority as to the existence of contamination or otherwise.
   iii. Location of Services; The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the completion of the Works. Follow HSE: HS G47 guidance note.
   iv. Lifting of heavy objects; the Contractor and employees should follow Manual Handling Operation Regulations 1992.
   v. The Contractor shall employ the ‘best practical means’ as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from their operation, and shall have due regard to British Standard BS5228-1:2009+A1:2014, Code of Practice for Noise and Vibration Control on Construction and Open Sites. Noise

g. Document Evaluation
   i. The Authority may request to see copies of all Health and Safety Records for works that the Contractor has carried out in the last 3 months and details of any incidents notified to the Health and Safety Executive in the same period.

5. CDM REGULATIONS
   a. The Works are subject to the requirements of the CDM Regulations and as such must be carried out in accordance with the CDM Regulations, this clause, Standard Condition 3.12., all other relevant legislation and guidance.
   b. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site they will duly comply with the CDM Regulations to the extent applicable to the Works.
   c. Without limitation, in accordance with the CDM Regulations:-
      i. The Authority’s main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
      ii. The Contractor’s main duty is to plan, manage, monitor and coordinate the Works under their control in a way that ensures the health and safety of anyone it might affect (including members of the public) during the construction phase.
      iii. The Contractor shall ensure that the Health and Safety Plan is received by the Authority before any works under this Contract is commenced and that any subsequent amendment to it by the Contractor is notified to the Authority;
      iv. Promptly upon the written request of the Principal Designer (as defined in the CDM Regulations (where appointed)) and in the absence of a Principal Designer being appointed the Authority the Contractor shall provide (and shall ensure that any sub-contractor through the Contractor provides) such information as the Principal Designer requires for the preparation of the health and safety file.
   d. The Contractor will ensure that all personnel engaged in undertaking the Works shall be competent to undertake the Works, in accordance with the CDM Regulations.
   e. 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.
f. The Contractor shall notify the Nominated Officer of the name, address and telephone number of the person who will be the authorised agent or representative appointed by the Contractor to be in full operational control and who is authorised by the Contractor to receive on behalf of the Contractor directions and instructions from the Nominated Officer. Any instructions given to this representative shall be deemed to have been issued to the Contractor.

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

7. HEALTH AND SAFETY: ALL CONTRACTORS (INCLUDING THE PRINCIPLE CONTRACTOR)
   a. Method Statements supplied with the Tender will need to be approved by the Nominated Officer. Method statements should include operational risks assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.
   b. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
      i. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
      ii. Material Safety Data sheets, if required.
      iii. A copy of his Health and Safety Policy which is issued to his employees.
   c. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
d. Prior to commencing any Works, the Contractor(s) will submit any alterations to the Method Statements that may be necessary, for the approval of the Principle Contractor.

e. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.

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

8. **DOWNTIME EXPENSES**
   a. Downtime Expenses will be paid for whole or half days where the Nominated Officer instructs the Contractor not to carry out any part of the Works on a day where it is reasonably practical for Works to occur. Downtime Expenses will not be paid for any other reason (unless caused by negligence of the Authority).
   
   b. Where the Contractor, having received such notice from the Nominated Officer, is able to work on any related (or unrelated) contract for such period of the suspension of the Works, Downtime Expenses shall not be payable for such period and the Contractor shall confirm in writing to the Nominated Officer that such alternative work has not been carried out.

9. **LIQUIDATED DAMAGES**
   a. This Contract consists of one element of a much larger project involving a number of contracts for the delivery of goods and the provision of services. If the Contractor fails to complete the Works by the dates required, the Authority may incur costs for a related contract or for the failure to deliver the project as a whole. The Authority will act reasonably in minimising such costs and acknowledges that such failure may result from a Force Majeure Event. However, the Authority reserves the right to claim the costs it has incurred as a result of the failure of the Contractor to comply with its obligations.
   
   b. In the event that the Works are not completed by the Target Completion Date (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority) the Contractor shall be liable to pay on demand to the Authority in liquidated damages such costs as the Authority may reasonably incur (including but not limited to the costs of the Authority suspending this Contract and obtaining the services of another contractor to perform the Works) as a result of such delay whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

10. **MATERIALS**
    a. The Contractor must procure the supply and delivery of Materials required to complete this Contract.
    
    b. All Materials provided by the Contractor for the purposes of the Works shall become the property of the Authority on payment of the relevant invoice.

11. **INSURANCE**
    a. The Contractor (and any sub-contractors) shall be required to maintain and provide evidence of insurance in accordance with the Standard Conditions in the sum of £10,000,000 (10 million pounds).
12. SITE FOREMAN
   a. The Contractor shall ensure that a dedicated Foreman is assigned to the Works for the entire Contract Period to ensure continuity management. The identity of the Foreman will be notified to the Nominated Officer on or before the Works Commencement Date. The Contractor shall not change the Foreman without the prior approval of the Nominated Officer.
   b. The Authority expects the Site Foreman to be responsible for the quality of the delivery of the Contract.

13. DEFECTS LIABILITY
   a. The Defects Liability Period in respect of the Works shall be two years from the Works Completion Date.
   b. The Authority has the right at any time during the Works, and the Defects Liability Period, to inspect the Works, make representations and require remediation in accordance with the Standard Conditions.

14. UTILITIES AND SERVICES
   a. The Contractor is responsible for the identification of general and exact location of utilities and services within the Sites prior to the commencement of the Works.
   b. Information provided by the Nominated Officer or other parties under the direction of the Nominated Officer is for guidance only and not a comprehensive survey and account of all utilities and services on the Site(s).
   c. The Contractor must provide the Nominated Officer with an auditable written record demonstrating that a search for utilities and services has been undertaken prior to the commencement of the Works.
   d. The Contractor must provide the Nominated Officer with the exact locations of any services and utilities identified on the Work Site(s) prior to the commencement of the Works.
   e. The Contractor shall carry out enquires of Landowners and tenants and Users and all other relevant surveys and enquiries to establish the existence and location of any service supplies (being electricity, gas, water, telecommunications or otherwise) at the Works Sites.
   f. If during the course of the Works, the Contractor discovers any pipe or line or service apparatus relating to any such service it shall immediately notify the Nominated Officer and shall immediately (1) cease the Works until the extent of the supply has been established and (2) comply with all requirements of the Nominated Officer regarding such supply.

15. SITE REPAIR
   a. The Site must be returned to as close to pre-works condition as practically possible at the end of the Works including (but not limited to):
      i. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area;
      ii. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be discussed with the Nominated Officer prior to being undertaken;
      iii. Fence sections that have been cut or removed to gain access should be replaced with an appropriate length of new wire and posts;
      iv. Off cuts and Materials not used during the construction of the fence should be gathered and removed responsibly from Site;
      v. Undertake other works to restore and rectify damage to the site as directed by the Nominated Officer.
16. RESTRICTED DATES
   a. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
   b. The Contractor will be informed of the Restricted Dates at the pre contract meeting.
   c. No Works are permitted on the Restricted Dates strictly in accordance with the instructions of the Nominated Officer. Any breach of this Clause shall be treated as a material breach and the Contractor shall be liable for any Liquidated Damages. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.
   d. Cessation of Works on a Restricted Date shall not be treated as a contract variation.

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

18. EQUIPMENT
   a. Powered Equipment and Machinery that the Contractor intends to use during the Works Period shall consist only of what has been agreed in advance by the Nominated Officer. No other powered Equipment or Machinery of any nature (including vehicles) are permitted to be used during the Works.

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

20. TRAFFIC MANAGEMENT
   a. The Contractor must determine if Traffic Management will be required as part of the Works.
   b. The Contractor will be responsible for organising and implementing a traffic management plan, as required, for the Works.
   c. Should Traffic Management Services be required the Contractor will provide all equipment, signage and operator necessary to operate services including but not limited to temporary traffic light signals.

21. ARLIFTING OF MATERIALS
   a. Transport of Materials between Lift Sites and Works Sites may be undertaken by aerial load lifting. This section covers the requirement for underslung load Works.
   b. The Contractor will be responsible for identifying a safe method of aerially transporting all Loads from the Lift Site to the Works Site and supply all Airlifting Equipment required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
   c. The Contractor will be responsible for marshalling all drop locations and marshalling members of the public. This may be done in collaboration with another contractor with the Nominated Officer’s prior approval e.g. brash spreading contractors.
   d. It is the Contractor’s responsibility to ensure that any airdlifting equipment used to aerially transport loads is suitable and safe.
   e. The Contractor will fasten and secure all airdlifting equipment required to aerially transport the loads between Sites to the loads.
   f. The Materials may be required to be dropped in single or multiple Bags/units. The Contractor should account for this in choosing a lifting system (number of hooks, for example).
   g. Materials may vary greatly in in weight. The Contractor should account for this selecting a machine for lifting capacity.
   h. The Contractor may need to aerially load lift Materials around on a given Works Site.
   i. The Contractor may need to aerially load lift Waste Materials from a given Works Site to a given Lift Site.
   j. The Contractor will detail in their RAMS the means and methodology for Aerial Transport of the Materials and Marshalling of the Lift/Works Sites. This must detail any Equipment or airlifting Equipment to be used, provide information on the safe working load or manufacturer’s specification and include details on ground operations (including but not limited to marking out individual Drop locations).
   k. In any event any loads deemed by the Contractor or Nominated Officer not suitable for aerial transportation (on grounds of safety or otherwise) must not be airdlifting. The Contractor remains responsible at all times for any Aerial Works.
   l. The Authority requires a GPS record of all individual loads delivered to a Works Site.

22. REMOVAL OF WASTE
   a. The Contractor is responsible for the removal of all waste materials from the Works Sites.
PART D: ITEMISED COSTS

Please complete all tables in the following section.

1. Contractual Requirements General Items and Preliminaries

Please complete the table below outlining the Tenderers costs associated with the contractual requirements, general items and preliminaries for the Works.

<table>
<thead>
<tr>
<th>Contractual Requirements General Items and Preliminaries</th>
<th>Unit</th>
<th>Rate per unit (£'s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£'s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Insurance of the Works</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Insurance against damage to persons or property (£10,000,000)</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Preparation of Pre-Tender Method Statements, Operational Risk Assessments, Safety Policy.</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Preparation of Site Risk Assessments, COSHH Assessments.</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 Preparation of CDM Construction Phase Plan.</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6 Provision of welfare facilities for Contractor employees.</td>
<td>Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Detail of facilities to be provided:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8 Provision of materials within Health &amp; Safety Plan:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9 Any additional items required to meet contractual requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total carried forward to collection **Total**
## 2. Consultation Meetings

Please complete the table below outlining the Tenderers costs associated with attending consultation meetings with the Authority as part of the works.

<table>
<thead>
<tr>
<th>Consultation Meetings and Works Specification</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£'s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£'s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Consultation meetings on fencing requirements with PDNPA, and stakeholders</td>
<td>Day (7.5hrs)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Surveying of the Wessenden Head Works Site and providing a plan for the fencing work and bill of quantities for the fencing materials</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveying of the Arnfield Works Site and providing a plan for the fencing work and bill of quantities for the fencing materials</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

## 3. Preparation of fencing materials for airlifting at the Lift Sites - (All Work Sites)

Please complete the table below outlining the Tenderers costs for provision of workers to prepare the fencing materials for airlifting at the Lift Sites.

<table>
<thead>
<tr>
<th>Preparation of fencing materials for airlifting at the Lift Sites - Wessenden Head Moor &amp; Arnfield Moor</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£'s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£'s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day rate (7.5 hours) for 1 worker to prepare fencing materials for airlifting - Wessenden Head Moor and Arnfield Moor</td>
<td>1 worker Day (7.5 hours)</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
4. Marking out helicopter drop locations for fencing materials and marshalling of helicopter airlift - All Work Sites

Please complete the table below outlining the Tenderers costs for marking out helicopter drop locations at the works site for the fencing materials, as well as marshalling of the helicopter drops at the Works Site.

<table>
<thead>
<tr>
<th>Marking out helicopter drop locations for fencing materials and marshalling of helicopter airlift - Wessenden Head &amp; Arnfield Moor</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day rate (7.5 hours) for 1 worker to Mark out helicopter drop locations for fencing materials - Wessenden Head Moor and Arnfield Moor</td>
<td>1 worker Day (7.5 hours)</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day rate (7.5 hours) for 1 worker to marshal helicopter drop locations for fencing materials - Wessenden Head Moor and Arnfield Moor</td>
<td>1 worker Day (7.5 hours)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Supply of fencing materials – Wessenden Head

Please complete the table below outlining the Tenderers rates for the supply of fencing materials for the Wessenden Head fencing work.

<table>
<thead>
<tr>
<th>Supply of fencing materials for Wessenden Head Moor stock fencing</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply, and delivery to Lift Site - Stock netting fencing</td>
<td>Metre</td>
<td>5600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Field Gate: 12ft.</td>
<td>Item</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Pedestrian Gate.</td>
<td>Item</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Step Stile.</td>
<td>Item</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Water Gate.</td>
<td>Item</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. Construction of stock fencing – Wessenden Head

Please complete the table below outlining the Tenderers costs for the construction of 5600 metres of Stock Fencing on Wessenden Head

<table>
<thead>
<tr>
<th>Construction of stock fencing – Wessenden Head Works Site</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of Stock netting fencing</td>
<td>Metre</td>
<td>5600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Field Gate: 12ft.</td>
<td>Item</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Pedestrian Gate.</td>
<td>Item</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Step Stile.</td>
<td>Item</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Water Gate.</td>
<td>Item</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
Please complete the table below outlining the Tenderers costs associated with supply of fencing materials for Arnfield Moor – 2400 metres of new stock fencing.

<table>
<thead>
<tr>
<th>Supply of fencing materials for Arnfield Moor stock fencing</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply, and delivery to Lift Site - Stock netting fencing</td>
<td>Metre</td>
<td>2400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Field Gate: 12ft.</td>
<td>Metre</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Pedestrian Gate.</td>
<td>Item</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Step Stile.</td>
<td>Item</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Water Gate.</td>
<td>Item</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply, and delivery to Lift Site - Field Gate: 12ft.</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
8. Construction of stock fencing - Arnfield Moor

Please complete the table below outlining the Tenderers costs associated with the construction of 2400 metres of new stock fencing on Arnfield Moor.

<table>
<thead>
<tr>
<th>Construction of stock fencing - Arnfield Moor, 1100 metres of new stock fencing</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of Stock netting fencing</td>
<td>Metre</td>
<td>2400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Field Gate: 12ft.</td>
<td>Metre</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Pedestrian Gate.</td>
<td>Item</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Step Stile.</td>
<td>Item</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Water Gate.</td>
<td>Item</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Field Gate: 12ft.</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
9. Option A - Removal of fire damaged stock fencing from Arnfield – Contractor low ground pressure vehicles

Please complete the table below outlining the Tenderers costs associated with dismantling 1200 metres of fire damaged stock fencing and removal of the fencing from the Arnfield works site using low ground pressure vehicles. Please also provided costs for disposal of the fencing away from the works site.

<table>
<thead>
<tr>
<th>Removal of fire damaged stock fencing - Arnfield Moor,</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismantle 1200 metres of fire damaged stock fencing and removal from works site using low ground pressure vehicles.</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal of 1200 metres of fire damaged stock fencing</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Option B – Removal of fire damaged stock fencing from Arnfield – PDNPA airlift

Please complete the table below outlining the Tenderers costs associated with dismantling 1200 metres of fire damaged stock fencing and preparing the fencing for removal from the works site with a helicopter airlift (to be provided by the Authority). Please also provided costs for disposal of the fencing away from the works site.

<table>
<thead>
<tr>
<th>Removal of fire damaged stock fencing - Arnfield Moor,</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate per unit (£’s ex. VAT)</th>
<th>Total Cost (ex. VAT) (£’s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismantle 1200 metres of fire damaged stock fencing and prepare for removal by helicopter airlift</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal of 1200 metres of fire damaged stock fencing away from the works site</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total carried forward to collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11. Totals Collection

Please complete the table below summarising the tenderers costs for the works.

<table>
<thead>
<tr>
<th>Totals Collection – All Works</th>
<th>Total Cost (Ex VAT) £’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractual Requirements General Items and Preliminaries</td>
<td></td>
</tr>
<tr>
<td>2. Consultation Meetings and Works Specification</td>
<td></td>
</tr>
<tr>
<td>3. Preparation of fencing materials for airlifting at the Lift Sites - (All Work Sites)</td>
<td></td>
</tr>
<tr>
<td>4. Marking out helicopter drop locations for fencing materials and marshalling of helicopter airlift - All Work Sites</td>
<td></td>
</tr>
<tr>
<td>5. Supply of fencing materials – Wessenden Head</td>
<td></td>
</tr>
<tr>
<td>6. Construction of stock fencing – Wessenden Head</td>
<td></td>
</tr>
<tr>
<td>7. Supply of fencing materials - Arnfield Moor</td>
<td></td>
</tr>
<tr>
<td>8. Construction of stock fencing - Arnfield Moor</td>
<td></td>
</tr>
<tr>
<td>9. Option A - Removal of fire damaged stock fencing from Arnfield – Contractor low ground pressure vehicles</td>
<td></td>
</tr>
<tr>
<td>10. Option B – Removal of fire damaged stock fencing from Arnfield – PDNPA airlift</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total – with Option A

Grand Total – with Option B
SECTION 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER

Tenders should be submitted in accordance with the following instructions.

1. Invitation to Tender (ITT)
   The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Works.
   The Works required are set out in the Specification.

2. Basis of Tenders
   Tenders are being invited on an open award procedure.

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

4. Contract Period
   Tenders are invited for the period of a single task.

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

6. Presentation to the Authority
   All selected Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Works. If the Authority decides to require presentations details of what must be covered by the presentation and how it will be evaluated will be sent to Tenderers no later than 7 days prior to the presentation.

7. Queries about this ITT
   Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.
   7.1. Any queries concerning the information contained in this specification should be sent to:
       Jamie Freestone, Senior Conservation Work Officer
       Email: jamie.freestone@peakdistrict.gov.uk
   7.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the Tender return, an opportunity may be given for suppliers to make a presentation to the Authority.
   7.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

8. Errors in completed tenders
   The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price.
9. **Sufficiency of Tender**
   The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Tenderer’s failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

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

11. **Tendering procedure and submission requirements**

11.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 12:00 ON 13/09/2019.**

11.1.1. Tenders may only be submitted by email. Please see submission instructions below. Tenderers should carefully read the instructions set out in this section.

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

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

11.1.4. The Tender shall be made on the Form of Tender at [Appendix 3]. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

11.1.5. Proposed contract amendments in pdf format (see below).
11.1.6. Acceptance of terms and conditions of contract at [Section 3].
11.1.7. Tender Questionnaire at [Appendix 4] fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein
11.1.8. Non-collusive tendering certificate at [Appendix 5] signed on behalf of the Tenderer and submitted to us in pdf format;
11.1.9. Analysis of resources;
11.1.10. [Itemised costs as detailed within Section 1 Part D:]
11.1.11. Details of any part of the Works to be sub-contracted;
11.1.12. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
11.1.13. Any other information requested in the ITT.

11.2. A decision on which Tenderer to award the contract is expected to be made during the week commencing 16/09/19.
11.3. Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.
11.4. The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

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

11.6. The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.

11.7. The successful Tenderer will be required to enter into the Form of Contract attached at [Appendix 6]. No derogations will be permitted except those specific to the means of delivering the requirements as set out in the submitted proposal. Tenderers wishing to propose derogations should include within their proposal a table setting out the proposed derogation and why it is necessary to deliver the project. Significant amendments to the contract terms and conditions that present unreasonable risk or restrictions, affect the delivery timescales or liability levels, will render the tender non-compliant and the tender will be rejected.

11.8. Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.

11.9. 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.

Tenders must be submitted by e-mail to Tenders@peakdistrict.gov.uk
By 12:00 ON 13/09/2019 (the Tender Return Date)
The following, and only the following, must be used in the subject line:
REF: TENDER MFF 87 2019-20 Stock Fencing
All attachments must be in pdf format
No information must be included in the covering e-mail apart from the identity of the sender and a list of attachments

12. Basis of Tender

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

12.2. The Tender must include the value of all of the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Tender documentation and to assume all express and implied risks, liabilities and obligations imposed by the form of contract and all other documents forming part of the Tender documentation.

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

12.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

13. Sub-contracting

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

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

14.2. Acceptance of terms and conditions of contract at Section 3;

14.3. Completed Tender Questionnaire.

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

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

**Wessenden Head Works**

1. Price (30% of the total score value);
   - 30 x (Lowest Tender Price)÷(Tenderer X's Price)

2. Quality (70% of the total score value)
   - Quality criteria 1 (60%): Capacity of the tenderer to deliver the works in a time critical manner. The tenderer should provide a works programme with milestones, outlining the dates when the works will be delivered.
   - Quality Criteria 2 (10%): Experience in delivering stock fencing projects in remote upland areas. The Tenderer should provide a covering letter with supporting information outlining the tenderer's previous experience in delivering stock fencing projects in remote upland areas.

**Arnfield Works**

1. Price (60% of the total score value)
   - 60 x (Lowest Tender Price)÷(Tenderer X's Price)

2. Quality (40% of the total score value)
   - Quality criteria 1 (10%): Capacity of the tenderer to deliver the works in a time critical manner. The tenderer should provide a works programme with milestones, outlining the dates when the works will be delivered.
   - Quality Criteria 2 (30%): Experience in delivering stock fencing projects in remote upland areas. The Tenderer should provide a covering letter with supporting information outlining the tenderer's previous experience in delivering stock fencing projects in remote upland areas.

**Criteria** | **Weighting** | **Evaluation Criteria**
---|---|---
Price | 30% | 30 x (Lowest Tender Price)÷(Tenderer X's Price)
Quality Criteria 1 | 60% | 12 x score (see table below)
Quality Criteria 2 | 10% | 2 x score (see table below)

**Arnfield Works**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>60%</td>
<td>60 x (Lowest Tender Price)÷(Tenderer X's Price)</td>
</tr>
<tr>
<td>Quality Criteria 1</td>
<td>10%</td>
<td>2 x score (see table below)</td>
</tr>
<tr>
<td>Quality Criteria 2</td>
<td>30%</td>
<td>6 x score (see table below)</td>
</tr>
</tbody>
</table>
Quality Criteria responses will each be marked against the following scoring methodology:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.</td>
</tr>
<tr>
<td>1</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>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.</td>
</tr>
<tr>
<td>3</td>
<td>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/outcomes 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.</td>
</tr>
<tr>
<td>4</td>
<td>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.</td>
</tr>
<tr>
<td>5</td>
<td>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.</td>
</tr>
</tbody>
</table>

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

Rejected or eliminated tenders will not be scored.

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

5. Obligations
   a. 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.

6. 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.

7. 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.
8. Canvassing
Tenderers face automatic disqualification if they canvass for the Works by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

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

18.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.
SECTION 3: DEFINITIONS AND STANDARD TERMS AND CONDITIONS

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

“Accident” means any event which results in injury, damage or loss
“Airlifting Works” means the airlifting of Materials and/or personnel in accordance with the Specification
“Authority” means the Peak District National Park Authority
CDM Regulations” means the Construction (Design and Management) Regulations 2015 and the current approved code of practice published by the Health and Safety Executive (or equivalent)
“Contract” means the Form of Contract to be signed and completed by the Parties
“Contract Particulars” means the particulars of the Contract set out in the Form of Contract
“Contract Period” means the period set out in the Contract Particulars
“Contamination” means any contamination due to a discharge spillage release or emission into any environment medium or substance which is capable of causing harm to the health of living organisms or other interference with the ecological systems of which they form a part
“Conditions” means together the Standard Conditions and the Detailed Conditions
“Contractor” means the Tenderer whose tender has been accepted by the Authority
“Contract Variation” means any addition or variation to the Works in accordance with the Standard Conditions
“CROW” means the Countryside and Rights of Way Act 2000
“Daily Log” means an electronic or written report if required in the Specification
“Defects Liability Period” means the defects liability period set out in the Contract Particulars (if any)
“Detailed Conditions” means the conditions contained at Section 1
“Environmental Law” means all laws including common law statute bylaws or regulations applicable in England and Wales and all orders of any Regulatory Authority concerning the protection of the environment or human health
“Equipment and Machinery” means vehicles machinery plant tools and all other associated items required for the proper performance of the Works
“Form of Tender” means the tender return form at Section 1
“Foreman” means the supervisor assigned by the Contractor to supervise the Works (if any)
“Force Majeure Event” means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, severe weather event which would result in a reasonably prudent contractor not being able to continue and complete the Works, fire, earthquake, epidemic, nuclear disaster, act of terrorism or other natural physical disaster
“Form of Contract” means the form of agreement annexed
“Incident” means an event which has caused or could have caused, injury, illness or damage to assets, the environment or third parties
“Invitation to Tender” means the invitation to tender for the Works
“Itemised Costs” means the costs for the Works itemised by the Tenderer in the Form of Tender
“Landowner” means those persons who own the freehold or leasehold title to the land on which the Works are to be performed (independent of any grazing or other rights) (if any)
“Location Maps” means the maps contained or referred to in Section 1
“Lift Site” means those sites from which the Material or part is to be airlifted pursuant to the Specification and (if applicable) identified on the Location Maps
“Material(s)” means fencing and posts and other materials required for the Works
“Method Statement” means a statement setting out the proposed methods for the execution of the Works or otherwise and forming part of the Tender
“Near Miss” means an event that had the potential to cause injury, damage or loss, but which did not do so
“Nominated Officer” means the Authority’s officer who shall be the main point of contact for the Contractor and shall be notified to the Contractor from time to time.
“Payment” means a payment in respect of the Works made pursuant to this Section
“Party” means a party to this Contract (and shall include the plural if applicable)
“Price” means the price set out in the Contract Particulars
“Programme of Works” means the programme for the Works provided by the Tenderer in the Tender and forming part of the Tender Documentation
“Project” means the project as set out in the Project Objectives (if any)
“Project Objectives” means the objectives as set out in Section 3 (if any)
“Project Progress Report” means a report provided by the Contractor detailing the progress of the Works with reference to the Programme of Works
“Purchase Order” means the Purchase Order form issued by the Nominated Officer in connection with the Works
“Regulatory Authority” means the Environment Agency, local authority or any other government department or public body
“RIDDOR” means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (and updated 2013)
“Risk Assessment” means an assessment of the risks associated with the Works
"Site(s)" means the Sites used in connection with the Works and shall include Donor Sites/Drop Sites/Lift Sites/Work Sites (as applicable)
"SSSI" means an area of land designated as a Site of Special Scientific Interest (or the equivalent or similar designation)
“Specification” means the specification and requirements of the Authority as set out in Section 1 together with such modifications additions and variations as may be made in accordance with this Contract (and shall include all references to “Contract Specification”)
“Standard Conditions” means these conditions
“Target Completion Date” means the date targeted for completion of the Works as set out in the Detailed Conditions and Contract Particulars
“User” means those persons granted rights over the land on which the Works are to be performed (if any) including (but not limited to) shooting and grazing rights
“Tender” means the tender submitted by the Tenderer (and shall include the term “Tender Return” and “Form of Tender”)
“Tenderer” means the person or company submitting a tender
“Tender Documentation” means any documents forming part of this Tender and the supplementary documentation (if any) supplied as part of such documentation
“Unsafe Act” means any act at variance with the Method Statement that may increase the potential for an Accident
“Waste Material” means all packaging, bags, metal tapes, plastic and all other material and rubbish associated with or produced during the course of the Works
'Works' means construction of stock fencing consistent with the Project Objectives and in accordance with the Specification and Tender Documentation, together with any alterations and amendments instructed by the Nominated Officer pursuant to the terms of this Contract
"Works Site" means those areas on which the Works are to be carried out pursuant to the Specification and (if applicable) identified in the Location Maps
“Works Commencement Date” means the date that the Works are to be commenced as set out in the Contract Particulars
“Works Completion Date” means the date on which the Nominated Officer specifies in writing to the Contractor that the Works have been completed to its satisfaction in accordance with this Section

2. INTERPRETATION

2.1 Words importing the singular tense shall include the plural and vice versa and obligations undertaken by more than one person shall be deemed to have been undertaken jointly and severally.

2.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms save to the extent he is named or identified as a person or class of persons specifically intended to take a benefit under the Contract.

2.3 If any provision of the Contract shall become or shall be declared by any court to be invalid or unenforceable in any way, such invalidity or un-enforceability shall in no way impair or affect any other provision of the Contract, all of which shall remain in full force and effect.

2.4 This Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

2.5 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or other otherwise available to it.
2.6 Upon termination of the Contract no term other than clauses relating to Confidentiality, Insurance, Defects Liability, Liability of the Contractor (including Liquidated Damages (if any)) and Arbitration shall survive unless expressly provided.

3. STANDARD CONDITIONS

1. The Nominated Officer

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

2. Performance of Contract

   a. The Contractor agrees that at all times it will carry out the Works and perform the Contract in compliance with the following conditions:
      i. in compliance with the Conditions (and any such modifications authorised under the Conditions);
      ii. in a manner wholly consistent with the Tender Documentation;
      iii. to the entire satisfaction of the Nominated Officer; and
      iv. in any event with all the due skill, care and diligence that would be expected of a qualified competent and experienced person undertaking the Works.

   b. The Contractor shall notify the Nominated Officer as soon as practicable and in any event within 24 hours if the Contractor is unable to carry out any part of the Works or perform any of its obligations under the Contract.

3. Employees

   a. The Contractor shall not engage or employ in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.

   b. At the request of the Nominated Officer the Contractor shall remove or procure the removal within a reasonable period (or immediately if required) any person employed by the Contractor or sub-contractor for any reasonable reason (provided the Authority shall not act vexatiously). The Authority shall either at the time or promptly provide to the Contractor written reasons for such request. Such persons shall not be again employed in the performance of Contract without the permission of the Nominated Officer.

   c. The Authority shall not in any circumstances be liable to the Contractor or any of its employees in relation to such action or removal and the Contractor shall fully and promptly indemnify the Authority in respect of any claims brought against it by any such employee.

   d. The Nominated Officer shall have the right if reasonable and on notice to interview any member of the Contractor’s staff in connection with the performance of the Contract.

   e. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor and shall fully indemnify and keep indemnified the Authority in respect of any liability of the Authority in respect of them and shall ensure that the employment of all staff complies with relevant statutes and regulations.

4. Signage

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

5. Equipment and Machinery (including vehicles)

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

c. The Contractor shall at its own expense keep all such Equipment and Machinery in good and serviceable repair and maintained in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract. The Equipment and Machinery should be used in accordance with the manufacturer's instructions. Operators must be trained and competent. Where industry/Regulatory Authorities or bodies recognise specific standards of competence valid certificates will need to be produced.

d. The Contractor shall obtain the Authority's written approval to the use and positioning of the Equipment and Machinery prior to the Works Commencement Date and shall use no other Equipment and Machinery without prior approval of the Nominated Officer.

e. No Equipment or Machinery which is wheeled will be allowed on soft, wet or environmentally sensitive locations without the prior approval of the Nominated Officer.

f. Any vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer only. Access for Equipment to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period if, in the opinion of the Nominated Officer, this is necessary or desirable. The Contractor will not permit any movement of Equipment and Machinery on or to such areas without the prior approval of the Nominated Officer.

g. Any damage arising from any breach of this Clause by the Contractor any sub-contractor or their employees agents or invitees shall be immediately repaired or replaced at the Contractor's expense and to the satisfaction of the Nominated Officer.

h. The Contractor shall ensure that all highways or other rights of way in the vicinity of the Works used by the Contractor are kept clean of mud and other debris.


a. All Works will be carried out in a manner which conforms to environmental protection legislation and minimises damage to the environment and nature conservation interests. Reference should be made to statutes and codes of practice including (but not limited to):
   i. The Water Resources Act 1991;
   ii. The Environmental Protection Act 1990
   iii. The HMNSO booklet ‘Waste Management – The Duty of Care – a Code of Practice with Regard to Disposal of Wastes’;

b. The Contractor must comply with all current legal requirements relating to the storage, handling, use and disposal of hazardous substances (including fuel). In particular the Contractor must comply with:
   i. the Control of Substances Hazardous to Health Regulations 1992 (COSHH);
   ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
   iii. Control of Pesticides Regulations 1986.

b. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statues are not to be harmed or their habitat damaged. Nesting birds are not to be disturbed and are to be reported immediately to the Nominated Officer.

c. Any public complaints must be immediately reported to the Nominated Officer. The Contractor shall at its own cost promptly deal with any requests by the Nominated Officer in relation to such complaints (including but not limited to investigating the nature and cause of any such complaint).

d. Site(s) must be left clean and tidy at all times.

e. Dogs and smoking are not permitted on Site(s).

f. Fuels may be stored at some of the Sites but only with prior approval from the Nominated Officer. All fuels must be stored in a suitable, secure container according to the COSHH assessment undertaken by the Contractor and provided to the Authority. Fuels must not be located near to any open watercourse. The type of container used to
store fuel must be agreed with the Nominated officer prior to the Works Commencement Date.

g. The Contractor shall ensure that it has at all times on the Sites spill kits for fuels and oils specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer’s instructions.

h. The Contractor shall not damage or permit damage of any areas allocated for Sites or any Access Tracks (if applicable). In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.

i. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading and loading of Materials, parking of vehicles, and storage of Materials.

j. Machinery and Equipment movement on the Sites should be kept to the minimum that might reasonably be expected to complete the Works. Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Method Statements must state types of Machinery and Equipment to be used.

k. The Contractor shall take all precautions to ensure that no pollution arises from the execution of the Works which may result in Contamination either on, in, under or off Site(s). The Contractor shall indemnify the Authority against any costs or damages or claims related to this liability.

l. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Agricultural Waste Regulations 2006. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).

m. The Contractor must comply with the Noise at Work Regulations 1989. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

7. Health and Safety

a. The Contractor will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract. Methods Statements should include operational Risk Assessments, copies of which are to be submitted with a tender. Failure to submit RAMS may result in disqualification of the Tender.

b. Copies of Site Risk Assessments for all Sites used during the Works must be produced to the Nominated Officer before the Works Commencement Date. If a generic Risk Assessment and Method Statement was provided by the Contractor with its Tender Return, the Authority may, at its option require a Site specific Risk Assessment and Method Statement.

c. The Contractor must at all times adhere to and comply with RAMS.

d. Health and Safety Plan:
   ii. The Contractor is to submit a copy of his Health and Safety Policy which is issued to his employees, to the Nominated Officer. This will form part of the site safety plan (“the Site Safety Plan”).
   iii. The RAMS will form part of the Site Safety Plan. Prior to commencing any Works, the Contractor will submit any alterations to the Method Statements that may be necessary, for the approval of the Nominated Officer. The Contractor’s Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.

e. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.

f. The Contractor must provide all appropriate clothing and Equipment and ensure that all persons working under his control wear/use the clothing and Equipment as required. This includes high visibility clothing.

g. The Contractor is responsible for the provision of first-aid cover and facilities for its employees, in accordance with the Health and Safety (First-Aid) Regulations 1981.
h. The Authority may instruct the Contractor, or any person working for the Contractor, to suspend work if there is imminent risk of injury to any person.

i. The Contractor is responsible for recording any accidents in the Contractor’s accident book, in accordance with the Health and Safety at Work Act 1974 (HSW).

j. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

k. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 1998.

l. The Contractor must be aware that the Works Sites may be accessible by the public and must take all appropriate precautions to protect these persons and their property, including, if required by the Nominated Officer, the provision of warning notices/signs or barriers.

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

n. All Equipment and Machinery that could cause environmental damage and/or a health and safety risk to members of the public or land users must be secured overnight to prevent theft or misuse. Contractors are responsible for securing appropriate locations nearby to accommodate their equipment and operations whilst the Works are not being undertaken.

o. Services:
   i. Location of services: The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the Works before the Works Commencement Date and comply with their requirements and the requirements of the Authority;
   ii. Excavations:
       1. Must be covered when unattended;
       2. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
       3. If over 1m in depth and in existence for less than 1 week: be cordoned off;
       4. If over 1m in depth and in existence for more than 1 week: be barriered.

p. Site Safety Considerations
   i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
   ii. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
   iii. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.
   iv. Lifting of heavy objects: the Contractor and employees should follow Manual Handling Operation Regulations 1992 (or any replacement).
   v. The Contractor shall employ the ‘best practical means’ as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites (or subsequent provisions).
   vi. The Contractor must take all necessary additional precautions when working alongside roads and comply with Chapter 8 of the Traffic Signs Manual (or any replacement).
   vii. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

8. British Standards
   a. These provisions shall apply only where any of the Material is supplied by a Contractor.
   b. Except where specified to the contrary all Materials are to comply with the latest British Standard specification or equivalent national standard of another Member State of the European Community or international standard (whichever is the higher). All Materials shall be fit for purpose.
   c. In the event of the Nominated Officer (whose decision shall be final) not being satisfied that the Materials meet the required standard the Contractor shall comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be accepted.
9. **Project Progress Report**
   a. The Contractor shall promptly supply the Authority with a Project Progress Report on the dates agreed and notified to the Contractor.

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

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

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

13. **CDM Regulations**
    a. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the Project.
    b. Without limitation, in accordance with the CDM Regulations:-
       i. The Authority’s main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
ii. The Contractor’s main duty is to plan, manage, monitor and coordinate the works under their control in a way that ensures the health and safety of anyone it might affect (including members of the public) during the construction phase.

iii. The Contractor shall ensure that the Health and Safety Plan is received by the Authority before any works under the Contract is commenced and that any subsequent amendment to it by the Contractor is notified to the Authority;

iv. Promptly upon the written request of the Principal Designer (as defined in the CDM Regulations (where appointed)) and in the absence of a Principal Designer being appointed the Authority, the Contractor shall provide (and shall ensure that any sub-contractor through the Contractor provides) such information as the Principal Designer requires for the preparation of the health and safety file.

c. The Contractor will ensure that all personnel engaged in undertaking the works shall be competent to undertake the Works, in accordance with the CDM Regulations.

d. The Contractor shall at all times during the subsistence and operation of the Contract provide a sufficient number of personnel having the requisite type and level of qualifications, expertise and experience to operate as team leaders to control, supervise and perform its obligations under the contract to ensure that such performance is carried out efficiently and safely. In particular but without limitation, such personnel shall be required to possess adequate knowledge of the operations to be carried out (including methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be requisite for the satisfactory performance of the Contract and shall notify the Nominated Officer of their names and contact details.

e. The Contractor shall notify the Nominated Officer of the name, address and telephone number of the person who will be the authorised agent or representative appointed by the Contractor to be in full operational control and who is authorised by the Contractor to receive on behalf of the Contractor directions and instructions from the Nominated Officer. Any instructions given to this representative shall be deemed to have been issued to the Contractor.

14. Insurance

a. The Contractor shall at all times from and including the Works Commencement Date or Contract Date (whichever is the earlier) effect and maintain in force such policies of insurance with reputable insurers approved by the Authority in respect of its liabilities hereunder and shall fully insure and indemnify the Authority against liability:
   1. To the Authority and to any of their employees;
   2. To the employees of the Contractor;
   3. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
   4. In respect of the replacement of the Works.

   in the sum of at least £5,000,000 (FIVE MILLION POUNDS) in respect of any single claim (£10,000,000 TEN MILLION POUNDS in the event that there are any Airlifting Works).

b. The Contractor shall be liable for and indemnify the Authority against and insure and procure any sub-contractor to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Contractor or person for whom the sub-contractor is responsible.

c. The Contractor shall, prior to the Works Commencement Date or Contract Date (whichever is the earlier) and also upon request supply copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Clause.

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

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

b. The Contractor is not and shall in no circumstance hold itself out as being authorised to enter into any Contract on behalf of the Authority or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.

c. The Contractor will not itself or permit any employee or other person engaged by the Contractor to represent themselves as being, servants or agents of the Authority for any purposes whatsoever.

16. **Liability of the Contractor**

a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
   i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
   ii. any and all proceedings, demands, penalties, statutory charges and fines;
   iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;

b. in each case to the extent arising out the Contractor’s or any of its sub-contractors’ breach or failure in performance of the Contractor’s obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or willful misconduct of the Authority or its officers, agents or employees. Any damage or loss which may occur during the Contract Period in relation to the Works or Materials or Equipment on or before the Works Completion Date or to any materials implements or property whatsoever of the Authority which may at any time for the purpose of the Works be in the custody or use of the Contractor or sub-contractor which shall arise from negligence of the Contractor or theft, spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.

c. The Contractor shall indemnify the Authority against all claims liability and actions for or in respect of any damage or injury to property or persons or claims for the infringement of patent rights or copyrights arising from or occasioned by the conduct of the Contractor or his sub-contractor or of any person employed by him or them or arising howsoever from or by the manner in which the Works shall be performed and executed and against all costs and proceedings in respect of any such claim.

17. **Force Majeure**

a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
   i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and
   ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
   iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Works from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.

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

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

20. Termination
a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a “Termination Notice”), such events being;
   i. The failure to materially perform the obligations under Clause 2 (Performance);
   ii. Any material breach by the Contractor of any other provision of the Contract;
iii. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days;

iv. The Contractor suffering a legal claim against its possessions or if the Contractor consists of one or more individual, any such individual dying, entering into a composition or arrangement for the benefit of its creditors or having a receiving order in bankruptcy made against it or, if the Contractor consists of a body corporate, the Contractor having a Receiver or a Receiver and a Manager appointed or being the subject of a resolution or order for winding up (save for an amalgamation or reconstruction of a limited company);

v. Any governmental or other licence, consent or authority required by the Contractor to enable it to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Contractor to perform any of its obligations thereunder;

vi. The continuation of a Force Majeure Event for a period of time which in the opinion of the Nominated Officer materially affects or prejudices compliance by the Contractor of its obligations to the Authority or is likely to do so, preventing the Contractor from fulfilling its obligations under the Contract for a period of 45 days or more or the occurrence of a Force Majeure Event which in the opinion of the Nominated Officer is substantially unlikely to cease to be a Force Majeure Event for the remainder of the Contract Period;

vii. The withdrawal of the Authority's funding for a Project;

viii. The re-organisation (and/or abolition) of the Authority to the extent that the licence consent or authority required by it to enable to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Authority to perform any of its obligations thereunder.

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

c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
   i. The Contractor shall forthwith cease to perform the Works;
   ii. (Save where a Termination Notice is served pursuant to an event within the Authority’s control) the Contractor shall fully and promptly indemnify the Authority in respect of:
      a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
      b. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period. The Authority shall be at liberty to procure such performance by any persons (whether or not employees of the Authority) as the Authority shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Works performed.
   iii. The Authority shall be under no obligation to make any further Payments to the Contractor and shall be entitled to retain any Payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Authority all sums due under this Contract or to deduct from it any sum due from the Contractor to the Authority under this Contract.
   iv. The Authority shall not be liable for any claim demands costs expenses losses incurred or suffered by the Contractor (or any sub-contractor) resulting (either directly or indirectly) from the serving of a Termination Notice.
   v. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

21. Contract Suspension

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

22. Assignment

a. The Authority shall be entitled to assign or transfer the benefit of the Contract or any part thereof and shall give written notice of any assignment or transfer to the Contractor.

b. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Authority.

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

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

a. If the Works are subject to the Act (and if in doubt the Contractor shall liaise with the Nominated Officer) or (at the direction of the Authority) the Contractor shall obtain and provide a full copy of its gangmasters licence pursuant to the Act (“the Licence”).

b. Where the Contractor is required to obtain a Licence, it shall ensure that such licence is valid and maintained and shall notify the Authority immediately if such licence is revoked or modified.

24. Title

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

25. Notices

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

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

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

26. Arbitration

a. All disputes under this Contract shall be settled by arbitration under the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single Arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Arbitrators.

b. Any award or decision of such Arbitrator shall be final and binding on the Parties.

c. Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Works with all due diligence and the Contractor and the Authority shall all give effect to every such decision of the Nominated Officer unless and until the same shall be revised by an arbitrator as hereinafter provided.
27. **Observation of Statutory Requirements**

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

28. **Stamp Duty and Professional Fees**

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

29. **Waiver**

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

30. **Whole Contract**

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

31. **Warranty**

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

32. **Rights and Duties Reserved**

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

33. **Confidentiality and Data Protection**

   a. Each Party will procure that all confidential information which may already have come into the ownership, possession or control it or of a subsidiary prior to the execution of the Contract provided by the Contractor, or which may at any time hereafter until termination hereof come into the ownership, possession, or control of either of them relating to the other Party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract (hereinafter referred to as “the Confidential Information”), shall strictly:

      i. not be used for any purpose other than the performance of the Contract;

      ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Contractor now or at any time in the future; and

      iii. not after termination be used for any purpose whatever or disclosed to any third party.

   b. The receiving Party shall inform the disclosing Party immediately if it comes to the notice of the receiving Party that any confidential information has been improperly disclosed or misused.

   c. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf.

   d. Upon termination hereof, or at the request of the Authority the receiving Party shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
e. Data Protection. To the extent that the contractor is a data processor under the contract, of data in respect of which the purchaser is the data controller, it is agreed that

i. The contractor may only use the data on the instruction of the purchaser. The data cannot be used for the contractor’s own purposes.

ii. The contractor shall comply with the security measures required by the seventh data protection principle in part 1 of schedule 1 to the Data Protection Act 1998 (as interpreted by paragraph 9 of part 2 of that schedule).

iii. 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.

iv. The contractor shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

34. Freedom of Information and Transparency

a. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”) and the Local Government Transparency Code 2014 (“the Code”). The Contractor shall assist and cooperate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Code. The Contractor shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.

b. The Contractor acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

35. Copyright

a. The copyright, design right, trademark or patent or other form of intellectual property in all data, reports, documents, drawings and designs (whether in paper or electronic format) created by the Contractor or the Authority in connection with the Works shall be vested in the Authority. The use or disclosure of any such report for any purpose at any time is strictly prohibited except with the explicit written consent of the Authority.

36. Contract Period

a. This Contract shall extend for the Contract Period and shall not be terminable by either party within that period save in accordance with these Conditions.

b. Notwithstanding the Contractor’s obligations to maintain a capability to carry out the Works under the Contract or the Contractor’s obligations generally, the Authority does not guarantee any level or volume of work or Purchase Order forms in respect of the Works at any time during the Contract Period.

37. Sub-contracting

a. The Authority’s prior written approval must be obtained before any part of the Works is sub-contracted. The Authority reserves the right to refuse such approval as its absolute discretion.

b. An approved sub-contractor must give a direct warranty and undertaking to the Authority but the Tenderer will nonetheless remain primarily liable for carrying out and completing the Works.

38. Ancient Monuments and Archaeological Areas

a. Unauthorised works and wilful or reckless damage to Scheduled Monuments are offences under Sections 2 and 28 of the Ancient Monuments and Archaeological Areas (as amended) Act 1979 (“the 1979 Act”).

b. The Contractor (and any subcontractor) must have particular regard to the following statement provided by English Heritage:

“Any person…operating or causing to be operated mechanised cutting equipment on a Scheduled Monument in England containing upstanding stone features would
potentially place themselves at risk of prosecution under the above Act given the reckless nature of such action in the clear knowledge of the following facts:-

i. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.

ii. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.

iii. The practise of mechanised cutting of heather when conducted over a cairnfield or other upstanding stone features is likely to cause damage to such features which may comprise offences under Sections 2 and 28 of the 1979 Act.

c. The Authority shall, wherever possible provide details of any Scheduled Monuments at any of the Sites however, this does not obviate the need for the Contractor to carry out its own searches and enquiries including (but not limited to):

i. Consultation of the National Heritage List for England at http://www.english-heritage.org.uk/professional/protection/process/national-heritage-list-for-england/; and

ii. Consultation of the Peak District National Park Authority archaeological department.

d. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.

e. The Contractor (and any subcontractors) shall comply with all conditions requirements and consents required by English Heritage and Peak District National Park (whether supplied by the Authority or otherwise) relating to the Works at the Sites and shall notify the Authority of and fully indemnify the Authority against all losses costs claims and demands arising from any breach of such conditions consents or requirements or any breach of the 1979 Act.

39. **Conditions**

a. In the event of any contradiction between the Standard Conditions and the Detailed Conditions then the Detailed Conditions shall prevail.

b. The Conditions and all other conditions contained in the Tender Documentation shall take precedence over all other terms and conditions provided by a Contractor (including any terms and conditions which a Contractor purports to imply under any confirmation of order, specification or other document).

c. No terms and conditions endorsed on, delivered with or contained in a confirmation of order, specification or other document provided by the Contractor shall form part of the Contract.

40. **Equality**

a. The Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:

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

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

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

b. The Authority’s [Equality Policy and Action Plan](#) is available on its website. The Supplier shall not unlawfully discriminate in any way which is in conflict with that policy, and shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.
41. **MoorLIFE2020: Carbon audit**
   a. As part of the Moor Life 2020 project, Moors for the Future Partnership are required to collect information to calculate the carbon footprint of the project.
   b. Details about journeys made by all Contractor vehicles (staff travel, tractors, helicopters, deliveries etc.) will need to be recorded by the Contractor and provided to the Authority.
   c. Details of this data collection and forms to fill in will be issued to the Contractor upon award of Contract.

42. **MoorLIFE2020: Socio Economic Impact**
   a. As part of the MoorLIFE 2020 project, monitoring the socio-economic impacts of the project is a compulsory action. Contractors may be required to collect and provide information as part of their contract and project delivery.
   b. Direct socio-economic impacts of the project on (local) businesses.
      The Authority will record data on the enterprises that are awarded contracts to establish the impact of the project on the (local) business community.
      i. The following information may be requested from the Contractor:
         ii. Type/status of business (e.g. sole trader, partnership, limited company, social enterprise, cooperative, charity)
         iii. Business size (number of employees and types of contracts)
         iv. Number of years trading
         v. Registered address.
         vi. Number of people employed by contractors and partners in the delivery of the project actions
         vii. Number of years employed by the enterprise at start of contract
         viii. The length and type of employment contracts of people working on the contract
         ix. De-personalised information on their home addresses (first three digits of postcode).
Appendix 1 – Location Maps

Location map 1 – Wessenden Head fence line
Location Map 2 – Lane Farm Lift Site (Wessenden Head fence)
Location Map 3 – Arnfield fence line
Location Map 3 – Arnfield fence line lift sites
APPENDIX 2

STANDARD SPECIFICATIONS: STOCK FENCING WORKS

These are standard specifications which should be adhered to wherever possible but taking into account the Conditions and Works outlined in Part B - Description of Works. Where the nature of the ground or other conditions are such that these specifications cannot be met, Contract Variations must be agreed with the Nominated Officer, prior to any such works being undertaken.

LIST OF SPECIFICATIONS

1. Transport of Materials, General
2. Removal and Disposal of Old Stock Fencing
3. Stock Netting Fencing
4. Wall Top Wiring
5. Wall Top Netting
6. Step Stiles
7. Small Wicket Gate
8. Pedestrian Gate (British Standard)
9. Kissing Gate
10. Field Gates
11. Bridle Gates
12. Double Gates
13. Water Gates
14. Utilities and Services
15. Site Repair

1. TRANSPORT OF MATERIALS, GENERAL
   1.1 Contractors are responsible for transporting of all Materials on the Work Sites.
   1.2 Areas of the Work Sites(s) can be over 1km from the nearest metalled road or surfaced track.
   1.3 Work Sites can be steep, wet or uneven.
   1.4 The Contractor is responsible for promptly rectifying all damage caused by the Works to the Work Sites(s) to the absolute satisfaction of the Nominated Officer.
   1.5 The Contractor is responsible for all costs incurred.
   1.6 Transport of Materials is recommended to be undertaken by airlift or low ground pressure vehicle.
   1.7 The Contractor will provide a Method Statement with their tender return detailing their proposed method for transporting Materials to and from the Work Sites(s).
   1.8 The method(s) of transporting Materials to and from the Work Sites(s) are to be agreed with the Nominated Officer prior to the Works Commencement Date.
   1.9 When transporting Materials and equipment to and from the Works Sites the Contractor will seek to minimise damage to the ground surface.
   1.10 The Contractor must minimise all damage caused by access to the Work Sites by selecting appropriate equipment and timings.

2. REMOVAL AND DISPOSAL OF OLD STOCK FENCING
   2.1 Care must be taken not to cause damage e.g. to adjacent walls.
   2.2 All damaged turf arising from the removal of old fencing must be repositioned.
   2.3 All Materials must be disposed of responsibly off Site.

3. STOCK NETTING FENCING
   3.1 Fencing should be erected in accordance with British Standard BS:1722:2 2006.
3.2 If the fencing is installed as replacement for old fencing, all old fencing material must be responsibly removed from the Work Site(s).

3.3 Fencing alongside roads: bridle gates should be at least 4m from the edge of the carriageway. The fence must be at least 0.5m from the edge of the carriageway and must not be positioned on the road side of ditches or highway furniture of any description (e.g. signs, lamp posts, road edge markers).

3.4 All softwood timber must be fully peeled and tanalised or treated with an approved preservative. Durable hardwood, such as oak or sweet chestnut, may be used and does not require treatment with preservatives. Preservative treatment must be applied to all new cut surfaces in previously treated timber.

3.5 Timber sizes quoted are minimum requirements.

3.6 Posts can be driven or dug in.

3.7 Peat is a soft substrate and so use of longer than standard posts and strainers will be required where peat is encountered to ensure the fence line is stable and fit for purpose for the duration of its expected life.

3.8 Concrete is not to be used under any circumstances to secure any strainer, intermediate or gate posts.

3.9 New fencing must avoid sites of archaeological or historic importance. The Nominated Officer will inform Tenderers of any such sites on the Work Site(s). In any event the Contractor must comply with the terms of Standard Condition 37.

3.10 Fencing is to be constructed of galvanised mild steel stock netting topped with a single strand of plain wire or double strands of barbed wire as per these detailed Specifications. The fence should be approximately 1.05 to 1.10 metres high. Wire used must conform to BS4102:1998.

3.11 In accordance with BS5709:2018 there must be no barbed wire within 1metre of Public Rights of Way. Where a fence crosses a Public Right of Way, whether by a stile or gate, the barbs must be removed from the wire for a distance of 1 metre either side of the Public Right of Way. Similarly, where a fence runs alongside a Public Right of Way within one metre of it, barbed wire must not be used. Barbs should also be removed from wire for one metre either side of gates or stiles provided for Open Access.

3.12 The wire must be properly strained and fastened with galvanised staples. Staples are to be inserted across the grain of the post.

3.13 Strainers
   3.13.1 Straining post dimensions should be at least: 150mm top diameter; 2.4 m (8 ft) in length, with the strainer post driven in at least 750mm into the ground. These are minimum dimensions.
   3.13.2 Strainer posts should be used at each end of the fence and at each corner and turning point. They may also be necessary where there is a significant difference in gradient – e.g. in and out of gullies. For fence sections with no turns or significant changes in gradient, spacing of no more than 150m.
   3.13.3 Struts should be at least: 75mm top diameter and 1.85m (6ft) long.

3.14 Intermediate posts
   3.14.1 Intermediate posts should be at least: 75mm top diameter and 1. 85m (6ft) long; spacing of no more than 3.5m with the post driven in at least 450mm. Please note this is a maximum expected separation and closer spacing may be required to account for localised changes in ground conditions. Posts longer than 1.9m may also be required in some short sections of the fence.

3.15 Stock Netting. Net dimensions, 8-80-15, mild steel, medium or heavy gauge or HT.

3.16 Line Wire – HT or mild steel

3.17 Top wire should be 3.15mm diameter minimum for plain wire or 2.5mm diameter minimum for barbed wire.

3.18 Bottom wire should be 3.15mm diameter minimum

3.19 The distance between the bottom wire and the ground must be a maximum of 75mm (3 inches), to ensure the fence is stock proof. Gaps greater than 75 mm, due to uneven ground, underneath the bottom wire, are to be filled with rails. In filling of hollows with turf must not to be undertaken.

3.20 Netting should not rest on the ground surface.
3.2.1 Metal grouse plates, where required, should be fixed between the top line wire of the netting and the top of the top plain or barbed line wire at the midpoint between all posts. Fitted at 90 degrees to the wires so they appear ‘square’ on the fence with no sharp corners showing. Fixing should be by folding and crimping both ends of the plate over the line wires. Plates should be galvanised metal and at least 100mm in width and long enough to link the wires as described above.

4. WALL TOP WIRING
4.1 Top wires should be 2 in number, either plain or barbed as stated in the detailed specification, and comply with British Standard BS4102:1998. Diameter to be 3.15mm minimum for plain wire or 2.5mm diameter minimum for barbed wire.
4.2 The two wires should be spaced 200mm apart, the upper wire no more than 300mm above the wall top.
4.3 The wire must be properly strained and fastened with galvanised staples.
4.4 Timber posts and other timbers used must be fully peeled and tanalised or treated with an appropriate preservative to ensure long life. Preservative treatment must be applied to all new cut surfaces in previously treated timber.
4.5 Posts should be driven in at least 450mm, leaning against the wall. Posts should be set at centres not exceeding 3m (mild steel wire) or 10m (high-tensile wire).
4.6 Every fifth post should be fastened by wire through the wall, fixing to a batten and tightened.
4.7 Timber posts should be 75mm in diameter and long enough to be driven in the ground at least 450 mm and the upper wire to be fixed at a height of 300mm above the top of the wall.

5. WALL TOP NETTING
5.1 Net dimensions should be 8-80-15, mild steel, medium or heavy gauge or HT.
5.2 Netting should overlap the top of the wall by 100mm.
5.3 The netting must be properly strained and fastened with galvanised staples.
5.4 Timber posts and other timbers used must be fully peeled and tanalised or treated with an appropriate preservative to ensure long life. Preservative treatment must be applied to all new cut surfaces in previously treated timber.
5.5 Posts should be driven in at least 450mm, leaning against the wall, and spaced at centres not exceeding 3m.
5.6 Every fifth post should be fastened by wire through the wall, fixing to a batten and tightened.
5.7 Timber posts should be 75mm in diameter and their length must reach the top of the netting.
5.8 Metal grouse plates, where required, should be fixed between the two uppermost wires of the netting, at the midpoint between all posts. Fitted at 90 degrees to the wires so they appear ‘square’ on the fence with no sharp corners showing. Fixing is by folding and crimping both ends of the plate over the line wires. Plates should be galvanised metal and at least 100mm in width and long enough to link the wires as described above.

6. STEP STILES
6.1 All stiles must be erected in accordance with British Standard BS5709:2018
6.2 Where moorland areas have area access under the CRoW Act (2000) timber stiles must be constructed every 250m along the fence line to enable access between these areas.
6.3 The stile must be adequately stock proof but provide good access for all legitimate users.
6.4 Stiles should be placed to avoid areas of waterlogged ground and water channels.
6.5 Steps should be set at an angle of between 45 degrees and 90 degrees to the top rail. Two steps will be needed if either the stile is on sloping ground, or the top rail needs to be higher than 900mm. The rise between the upper step and the top rail should be not more than 450mm. Work should be carried out to the standard required to safely perform its intended function for the duration of the fence (minimum of 10 years life expected) or the lifetime of the management agreement whichever is longer.
6.6 Single steps should be at 90 degrees to the top rail.
6.7 Dual steps at 45 degrees if scissored or 90 degrees if side by side.
6.8 Timber must be sound and tanalised or treated with an appropriate preservative. Untreated larch is acceptable. Preservative treatment must be applied to all new cut surfaces in
previously treated timber. No nails or rough sawn edges should be left exposed. There is to be no barbed wire within one metre of the stile.

6.9 The step should not rest upon the wire at any point.
6.10 Supports for steps should be: 4 in number and of dimensions of 75mm by 150mm and at least 750mm in length.
6.11 Steps should be: 2 in number and of dimensions 175 x 50 x 900 mm
6.12 Hand post should be: one in number and of dimensions 2250mm by 75mm by 75mm with the top rounded to form a hand hold.
6.13 Cross ties should be: 2 in number and of dimensions 100mm by 50mm.

7. SMALL WICKET GATE
7.1 Gate - Simple 'self-build' gate constructed from 88mm by 38mm rails fixed with galvanised bolts. Dimensions are 900 mm by 615 wide with four vertical rails; the gate does not conform to BS5709:2018.
7.2 If installed in roadside fencing the direction of opening must be away from the road.
7.3 If the gate is for Open Access rather than for a Public Right of Way, there is therefore some flexibility in its location, although it should be positioned to avoid areas of waterlogged ground and water channels.
7.4 The gate must be hung and clapped independently of the adjoining fencing i.e. the gate posts must not be used as end strainers.
7.5 Construction and Installation Details
   Timber: Tanalised. Preservative treatment must be applied to all new cut surfaces in previously treated timber.
   Hanging Post: 1800 x 100 x 100.
   Shutter Post: 1800 x 100 x 100.
   Gate Fabrication: all from 88 x 38 rails, using galvanised bolts.
   Hinges: 10” galvanised straight bands with 0.5” hooks on plates (top and bottom).
   Bolted and screwed to hanging post.
   Fastening: a self-closing catch should be used rather than the cabin hook shown in the diagram.
   Spring: the gate should be fitted with a stiff spring to reliably hold it shut.
   When installing hanging and shuttering posts, make the hole as narrow as possible and backfill packed hard with earth. Concrete should not be required, except where ground conditions prevent the post hole being dug to the full depth.
7.6 The bottom hinge pin should point downwards to prevent removal of the gate.
8. PEDESTRIAN GATE (BRITISH STANDARD)

8.1 All pedestrian gates must be erected in accordance with British Standard BS5709:2018 and should be made of fully peeled timber, either durable hardwood or treated with an approved preservative.

8.2 If installed in roadside fencing the gate must be one-way opening, away from the road.

8.3 If the gate is for Open Access rather than for a Public Right of Way, there is therefore some flexibility in its location, although it should be positioned to avoid areas of waterlogged ground and water channels.

8.4 The gate must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence and the gate must be fitted with the appropriate fittings required for its operation.

8.5 The gate must be hung and clapped independently of the adjoining fence line i.e. the gate posts must not be used as end strainers.

8.6 Pedestrian gate posts should be set at least 1000mm below the ground surface with the soil well compacted around the posts in 150mm layers. Concrete should not be used.

8.7 Pedestrian gate posts should be 150mm x 150mm x 2440mm minimum (larger dimensions may be appropriate on areas of deep peat).

8.8 Clear open width must be 1000mm minimum. This means the distance between the posts if the gate is one way opening, or the distance between the hanging stile and the catch of a two-way opening gate opened to 90°.

8.9 Top rail of gate should be: 100mm x 75mm

8.10 Under rails of gate should be: 85mm x 25mm (approximately) planed.

8.11 Braces of gate should be: 85mm x 25mm (approximately) planed.

8.12 Hanging stile of gate should be: 100mm x 75mm

8.13 Shutting stile of gate should be: 75mm x 75mm

8.14 Gate construction notes:

8.14.4 Top and bottom rail – morticed full width and pegged.
8.14.5 Other rails – half morticed.
8.14.6 Braces – morticed to stiles and bolted to rails.

8.15 Hinges should be self-closing
   9.15.1 Self-closing gate with 1 way (90 degree) opening should have a 35mm offset on hinges. Top hinge should be 600 double strap band with offset eye. Bottom hinge should be adjustable.
   9.15.2 Self-closing gate with 2 way (180 degree) opening should have hinges appropriate for the purpose.
   9.15.3 The bottom hinge of 1 way and 2 way opening gates should be reversed to prevent removal.

8.16 As a theft deterrent the gate must be indelibly marked with the landowner’s initials and year of installation in lettering approximately 50 mm high on the top rail and down the hanging stile. This may be done by routing or branding, in which case preservative treatment must be subsequently applied, or forming the lettering out of clout nails. **Gates must bear their theft deterrent marking at the time of installation.**

8.17 Catches should be Handy (long handle) Auto Latch type on 1 way opening gates and trombone Easy Latch type on 2 way opening.
8.18 Catch and closure type should be 1 way with handy auto latch.

The above specification for bridle gates has been adapted from SNH Countryside Access Design Guide – Information Sheet No 2.2 Timber Bridle Gate: 1 way opening.

9. **KISSING GATES**
   9.1 The gate is to be stockproof, of wooden construction and impassable to pedal cycles, motorcycles and horses.
   9.2 Timber must be sound and tanalised or treated with an appropriate preservative. Untreated larch is acceptable. Preservative treatment must be applied to all new cut surfaces in previously treated timber. No barbed wire, nails or rough sawn edges should be left exposed.
   9.3 If the gate is for Open Access rather than for a Public Right of Way, there is therefore some flexibility in its location, although it should be positioned to avoid areas of waterlogged ground and water channels.
   9.4 Kissing Gates must be hung and clapped independently of the adjoining fence line i.e. the **hanging post must not be used as an end strainer**. Joining to the fence line should be by post and rail fencing, five rows of 88mm x 38mm rails (c.1000mm in length).
   9.5 Hanging Post: 2440mm x 150mm x 150mm; erected to a top height of 1325mm above ground level.
   9.6 Gate: Standard 1200mm wide timber pedestrian gate. Top and bottom rail – mortised full width and pegged. Other rails – half mortised. Gate to close using Self-closing hinges: Top – 450mm double strap band with normal eye and bottom – 127mm double strap band with eye on corner. The bottom hinge should be reversed to prevent removal and any hinge bolts protruding through hanging post should be hammered to prevent bolt removal.
      Top rail of gate should be 100mm x 75mm
      Under rails of gate should be: 85mm x 25mm (approximately) planed.
      Braces of gate should be: 85mm x 25mm (approximately) planed.
      Hanging stile of gate should be: 100mm x 75mm
      Shutting stile of gate should be: 75mm x 75mm
   9.7 **Box / Enclosure:** Internal enclosure dimensions 1500mm by 1500mm with the sweep of the shutting stile being no closer than 1200mm to the opposite side of the enclosure. When the gate is fully open, the distance between the gate and the clapping post is a minimum of 1000mm.
      Enclosure Posts: 4 x 2100mm x 100mm x 100mm; erected to a height of 1250mm above ground level.
      Enclosure Rails: 5 rows of 88mm x 38mm rails (c. 1500mm long) on either side; 5 rows of 88mm x 38mm rails on the end (1580mm long). All erected to a top height of 1015mm above ground level with the lowest rail 50mm above the ground.
9.8 The ground surface within the enclosure, area swept by the gate and area immediately adjacent to the gate should be protected with stone flags. Stone flags can be purchased from the Authority if required.

9.9 As a theft deterrent the gate must be indelibly marked with the landowner’s initials and year of installation in lettering approximately 50 mm high on the top rail and down the hanging stile. This may be done by routing or branding, in which case preservative treatment must be subsequently applied, or forming the lettering out of clout nails. **Gates must bear their theft deterrent marking at the time of installation.**

9.10 Fig 1 – Drawing of Kissing Gate (note construction for this project is five rail not four as shown)

10. FIELD GATES

10.1 The field gate must be erected in accordance with British Standard BS3470:1975 and should be made of fully peeled timber, either durable hardwood or treated with an approved preservative.

10.2 The gate must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence or wall and the gate must be fitted with the appropriate fittings required for its operation.

10.3 The gate must be hung and clapped independently of the adjoining fence i.e. the **gate posts must not be used as end strainers.**
10.4 Gate posts should be set at least 1100mm below the ground surface with the soil well compacted around the posts in 150mm layers. Concrete must not be used. The top of the posts should be weather capped. Gate posts should be 150mm by 2.4m (8 foot) minimum.

10.5 Gate dimensions are as follows:
- Width: individually specified
- Top rail: 100mm x 75mm
- Under rails of gate: 75mm x 25mm
- Braces of gate: 75mm x 25mm
- Hanging stile: 100mm x 75mm
- Shutting stile: 75mm x 75mm

10.6 The bottom hinge pin should point downwards to prevent removal of the gate.

10.7 Closure should be by automatic latch, which can be locked using a padlock if necessary.

10.8 As a theft deterrent the gate must be indelibly marked with the landowner’s initials and year of installation in lettering approximately 50 mm high on the top rail and down the hanging stile. This may be done by routing or branding, in which case preservative treatment must be subsequently applied, or forming the lettering out of clout nails. **Gates must bear their theft deterrent marking at the time of installation.**

11. BRIDLE GATES

11.1 All bridle gates must be erected in accordance with British Standard BS5709:2018 and should be made of fully peeled timber, either durable hardwood or treated with an approved preservative.

11.2 Bridle gates within road side fencing should be at least 4m back from the edge of the carriageway.

11.3 If the gate is for Open Access rather than for a Public Right of Way, there is therefore some flexibility in its location, although it should be positioned to avoid areas of waterlogged ground and water channels.

11.4 The gate must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence and the gate must be fitted with the appropriate fittings required for its operation.

11.5 The gate must be hung and clapped independently of the adjoining fence line i.e. the **gate posts must not be used as end strainers.**

11.6 Bridle gate posts should be set at least 1000mm below the ground surface with the soil well compacted around the posts in 150mm layers. Concrete should not be used.

11.7 Bridle gate posts should be 150mm x 150mm x 2440mm minimum (larger dimensions may be appropriate on areas of deep peat).

11.8 Clear open width must be 1525mm (5ft) minimum. This means the distance between the posts if the gate is one way opening, or the distance between the hanging stile and the catch of a two-way opening gate opened to 90o.

11.9 Top rail of gate should be: 100mm x 75mm

11.10 Under rails of gate should be: 85mm x 25mm (approximately) planed.

11.11 Braces of gate should be: 85mm x 25mm (approximately) planed.

11.12 Hanging stile of gate should be: 100mm x 75mm

11.13 Shutting stile of gate should be: 75mm x 75mm

11.14 Gate construction notes:
- Top and bottom rail – morticed full width and pegged.
- Other rails – half morticed.
- Braces – morticed to stiles and bolted to rails.

12.15 Hinges should be self-closing:
- Self-closing gate with 1 way (90 degree) opening should have a 35mm offset on hinges. Top hinge should be 600 double strap band with offset eye. Bottom hinge should be adjustable.
- Self-closing gate with 2 way (180 degree) opening should have hinges appropriate for the purpose.
12.15.3 The bottom hinge of 1 way and 2 way opening gates should be reversed to prevent removal.

12.16 As a theft deterrent the gate must be indelibly marked with the landowner’s initials and year of installation in lettering approximately 50 mm high on the top rail and down the hanging stile. This may be done by routing or branding, in which case preservative treatment must be subsequently applied, or forming the lettering out of clout nails. **Gates must bear their theft deterrent marking at the time of installation.**

12.17 Catches should be Handy (long handle) Auto Latch type on 1 way opening gates and trombone Easy Latch type on 2 way opening.

12.18 Catch and closure type should be 1 way with handy auto latch.

The above specification for bridle gates has been adapted from SNH Countryside Access Design Guide – Information Sheet No 2.2 Timber Bridle Gate: 1 way opening.

### 12. DOBLE GATES

12.1 Each of the two gates in the pair can be any size, according to the detailed specification.

12.2 The gates should be made of timber, either durable hardwood or treated with an approved preservative.

12.3 The gates must be soundly framed and constructed in a traditional and appropriate local style. The height must correspond to the adjoining fence or wall and the gate must be fitted with the appropriate fittings required for its operation.

12.4 The gates must be hung independently of the adjoining fence i.e. the gate posts must not be used as end strainers.

12.5 Gate posts should be set at least 1100mm below the ground surface with the soil well compacted around the posts in 150mm layers. Concrete must not be used. The top of the posts should be weather capped. Gate posts should be 150mm by 2.4m (8 foot) minimum.

12.6 Gate dimensions are as follows:

- **Width:** according to detailed specifications
- **Top rail:** 100mm x 75mm
- **Under rails of gate:** 75mm x 25mm
- **Braces of gate:** 75mm x 25mm
- **Hanging stile:** 100mm x 75mm
- **Shutting stile:** 75mm x 75mm

12.7 The bottom hinge pins should point downwards to prevent removal of the gates.

12.8 The larger of the two gates is to be secured with a drop bolt to the ground, as shown in the diagram below. The smaller gate is to be latched to the larger with a throw-over latch.

12.9 As a theft deterrent the gate must be indelibly marked with the landowner’s initials and year of installation in lettering approximately 50 mm high on the top rail and down the hanging stile. This may be done by routing or branding, in which case preservative treatment must be subsequently applied, or forming the lettering out of clout nails. **Gates must bear their theft deterrent marking at the time of installation.**
13. WATER GATES

13.1 Water gates are required where fence lines cross rivers and streams. The water gate and the associated approach fencing must be separated from the main fence line.

13.2 The water gate should be appropriate to keep the stream or river channel stock proof notwithstanding the water level.

14.2.1 Variations in Specification are only permitted with the prior approval of the Nominated Officer.

14.2.2 The fence line should be strained before and after the water gate.

14.2.3 The water gate should be joined to the fence line by a short section of post and rail or fixed netting erected in accordance with BS 1722-7:2006+A1:2018 or BS 1722-2:2006.

14.2.4 All timber used in the construction of the water gate itself should be untreated but naturally durable, for example oak, larch or sweet chestnut.

13.3 Each gate must be constructed to fit the profile of the individual stream.

14.3.1 Water gates should be hung from a horizontal pole and attached to it by chains.

14.3.2 The pole should be at a height to prevent it catching debris carried downstream during flood events and allow the gate to swing freely.

14.3.3 The pole should be fixed to straining posts at each end.

14.3.4 Straining posts may require bracing on the downstream side where the channel width is greater than 1500mm or 1000mm depth.

14.3.5 Straining post dimensions should be at least: 150mm top diameter; 2.4m in length, with the strainer post driven in at least 750mm into the ground. Please note these are minimum dimensions.

13.4 Use of cable (minimum diameter 8mm) in place of the pole may be considered for longer spans.

13.5 The gate should consist of a series one of more hinged gate panels consisting of a top rail with droppers attached and a bracing rail crossing the droppers approximately 1/3 of the distance from the top rail.

14.5.1 Droppers should be no more than 150mm apart.
WATER GATE, GENERAL CONSTRUCTION - MOORS FOR THE FUTURE

(indicative diagram only)

Pole height varies with stream channel. It should clear the highest water level and not obstruct and dam up debris carried downstream.

Timber that comes into contact with clean water under normal flow conditions.
APPENDIX 3

Appendix 3: FORM OF TENDER (To be completed by the Tenderer)
RELATING TO MFF 87 2019-20 Stock Fencing (“the Works”)

We offer to execute the whole of the Works described in the Invitation to Tender for:

Total Price (Option A) excluding VAT:

Total Price (Option B) excluding VAT:

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

Name of Tenderer:………………………………………………………………………………

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

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

Date……………………………………………………………………………………………………

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

The Tenderer is to include copies of all relevant insurance certificates for those sub-contractors listed below.
No sub-contractors may be used without the written consent of the Authority and compliance with its requirements.

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

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

<table>
<thead>
<tr>
<th>Sub-contractor</th>
<th>Section or nature of Works</th>
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</thead>
<tbody>
<tr>
<td>Name and address</td>
<td>to be sub-let</td>
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</table>
APPENDIX 4 - TENDER QUESTIONNAIRE

PEAK DISTRICT NATIONAL PARK AUTHORITY
MFF 83 2019-20 Supply of Heather Pods
INVITATION TO TENDER (ITT)
OPEN PROCEDURE

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 self-declaration.

Section 1 is not scored but is required information.

<table>
<thead>
<tr>
<th>Question no.</th>
<th>Question</th>
<th>Response</th>
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</thead>
<tbody>
<tr>
<td>1.1(a)</td>
<td>Full name of the potential contractor submitting the information</td>
<td></td>
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<tr>
<td>1.1(b) – (i)</td>
<td>Registered office address (if applicable)</td>
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<tr>
<td>1.1(b) – (ii)</td>
<td>Registered website address (if applicable)</td>
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<tr>
<td>1.1(c)</td>
<td>Trading status</td>
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</tr>
<tr>
<td></td>
<td>a) public limited company</td>
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</tr>
<tr>
<td></td>
<td>b) limited company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) limited liability partnership</td>
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<tr>
<td></td>
<td>d) other partnership</td>
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<tr>
<td></td>
<td>e) sole trader</td>
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<td></td>
<td>f) third sector</td>
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<td></td>
<td>g) other (please specify your trading status)</td>
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<tr>
<td>1.1(d)</td>
<td>Are you a Small, Medium or Micro Enterprise (SME)?</td>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

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Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.
I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.
I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.
I am aware of the consequences of serious misrepresentation.

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Contact details and declaration</th>
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</thead>
<tbody>
<tr>
<td>Question number</td>
<td>Question</td>
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<tr>
<td>1.2(a)</td>
<td>Contact name</td>
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<tr>
<td>1.2(b)</td>
<td>Name of organisation</td>
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<tr>
<td>1.2(c)</td>
<td>Role in organisation</td>
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<tr>
<td>1.2(d)</td>
<td>Phone number</td>
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<td>1.2(e)</td>
<td>E-mail address</td>
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<td>1.2(f)</td>
<td>Postal address</td>
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<tr>
<td>1.2(g)</td>
<td>Signature</td>
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<tr>
<td>1.2(h)</td>
<td>Date</td>
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Part 2: Selection Questions

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<tbody>
<tr>
<td>Question</td>
<td>Response</td>
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<tr>
<td>1.1</td>
<td>Are you able to provide a copy of your audited accounts for the last two years, if requested?</td>
</tr>
<tr>
<td>1.2</td>
<td>Have you the economic and financial resources to deliver the Contract requirements</td>
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</table>

Section 2 | Technical and Professional Ability

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

2.2 If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have performed such works in the past but not under a contract.

### Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Have you been convicted of any offence under the Modern Slavery Act 2015 (&quot;the Act&quot;)?</td>
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</tbody>
</table>

### 4. Section 4: Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.
### Section 4 Additional Questions

#### 4.1 Technical Capabilities

**A** Has the Tenderer suffered from any of the following:
- failed to complete a contract on time, there has been a successful claim for damages, damages have been deducted or recovered or where the contract has been terminated?

(If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken).

You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

#### 4.2 Compliance with Equalities Legislation

**a.** In the **last three years**, has any finding of unlawful discrimination been made against your organisation by an:
- Employment Tribunal,
- An Employment Appeal Tribunal; or
- Any other court (or in comparable proceedings in any jurisdiction other than the UK)?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**b.** In the **last three years**, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**C** If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

#### 4.3 Health and Safety

**a.** Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**b.** Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the **last three years**?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**c.** If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
NON COLLUSIVE TENDERING CERTIFICATE
To Peak District National Park Authority

Dear Sir / Madam

I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

1) enter into any agreement or agreements with any other person that they shall refrain from tendering to Peak District National Park Authority or as to the amount of any offer submitted by them; or

2) inform any person, other than Peak District National Park Authority as part of this tender process, of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or

3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or

4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or

5) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.

6) I/we hereby certify that I/we have not canvassed any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

In this Certificate the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed ………………  Signed ………………

For and on behalf of ………………  For and on behalf of ………………
## Appendix 6 – Form of Contract

### FORM OF CONTRACT

#### CONTRACT PARTICULARS

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Return Date</td>
<td></td>
</tr>
<tr>
<td>Works Commencement Date</td>
<td>[ ] (or such other period as shall be agreed in writing by the Nominated Officer)</td>
</tr>
<tr>
<td>Contract Period</td>
<td>[ ] (or such variation of the period as shall be agreed in writing by the Nominated Officer)</td>
</tr>
<tr>
<td>Works Completion Date</td>
<td>The date that the Nominated Officer notifies the Contractor that the Works have been practically completed to its entire satisfaction</td>
</tr>
<tr>
<td>Target Completion Date</td>
<td>[ ] (or such other date as shall be agreed in writing by the Nominated Officer)</td>
</tr>
<tr>
<td>Milestones</td>
<td></td>
</tr>
<tr>
<td>Defects Liability Period</td>
<td>The period of one month from the Works Completion Date</td>
</tr>
<tr>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>Moors for the Future Contract Reference</td>
<td></td>
</tr>
</tbody>
</table>
THIS CONTRACT is made the……………………day of ………………………20

BETWEEN :-

(1) The Peak District National Park Authority of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE (hereinafter called “the Authority”) of the one part; and

(2) [                                                                                           ] (company number                                  ) whose registered office is at[                                                                                             ] (hereinafter called “the Contractor”) (VAT No. [                                                                                             ] of the other part.

WHEREAS the Authority requires that the Works should be performed and has accepted a Tender by the Contractor for the performance of the Works

NOW THIS CONTRACT WITNESSES as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this Contract viz: 
   Section 1: Project Objectives, Specification, Detailed Conditions and Form of Tender
   Section 2: Information and Instructions for Submitting a Tender
   Section 3: Definitions and Standard Conditions of Contract
   Annexures

   These documents together form the Tender request – MFF 87 2019-20 Stock Fencing

2. In consideration of the Payments to be made by the Authority to the Contractor as hereinafter mentioned the Contractor hereby agrees and undertakes with the Authority to perform the Works in accordance with the attached Tender dated on the Tender Return Date with the following variations:

   a. All Works will be undertaken at the rates identified in the Tender;
   b. The Authority will pay for the amount of Material and / or nature of the Works actually requested via an official Purchase Order form;
   c. The Works Commencement Date will be notified to the Contractor and will be clearly identified on the relevant Purchase Order form;
   d. [Further variations]

3. The Authority hereby agrees and undertakes to pay to the Contractor the Payments in consideration of the performance of the Works in accordance with the terms of the Contract (subject to the above variations).

4 The Price is as set out in the Contract Particulars.

5 This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) “MoorLIFE 2020”.
SIGNED by the parties hereto or their authorised signatories on the day and year first above written.

………………………………………………………………..Signed by an authorised signatory on behalf of Peak District National Park Authority

(Signature of, Peak District National Park Authority)

Signed on behalf of [the Contractor]

……………………………………..                                   ………………………………………..
Director                                                                                   Director/Secretary

NOTE: This Contract will not be signed by the Tenderer until final acceptance of the Tender.