

# **Moors for the Future Partnership**

## **Invitation to Tender**

### **MFF I44 2022-2023 Wessenden Valley Rhododendron Removal**

Tender Return date: 17:00 on 28/07/2023

Site: Wessenden Valley and Butterly Moor, Kirklees  
Rhododendron removal on 50.23ha throughout the valley.

Works are in three Packages:

Package 1:

Steep slopes requiring rope access, funded by MoorWater under Moors for the Future Partnership

8.8ha

Package 2:

Less steep areas, funded by MoorWater under Moors for the Future Partnership

31.6ha

Package 4:

Steep slopes requiring rope access, funded by MoorWater under Moors for the Future Partnership

9.83ha

TENDERERS MUST ATTEND A SITE VISIT ON 21/07/2023 BEFORE SUBMITTING A TENDER.

Tenderers may submit a Tender for any or all Packages.

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## Section 1: Contract Objectives and Detailed Conditions

### Contract objectives

The objective of this Contract is the follow up treatment of *Rhododendron ponticum* within the Wessenden Valley in order to improve biodiversity and reduce further spread of the invasive species.

Tenderers may tender for all Packages or Individual Packages (1,2,4).

The work will include the following objectives:

- a. Assess site for suitability and work requirements on a compulsory site visit with the Authority's Nominated Officer. **21/07/2023**
- b. The removal of Rhododendron according to legislation and Works Specifications
- c. The contractor will provide equipment required for the Works including any equipment involved with applying Glyphosate with adjuvant, Personal Protective Equipment, cutting tools, herbicide, relevant equipment and machines to remove Rhododendron from the Site
- d. Hand pull Rhododendron saplings
- e. Cut larger plants and apply Glyphosate to the stumps with a suitable hand-held applicator
- f. Chemicals must not be used within 3m of a watercourse/waterbody  
Rhododendron are to be pulled or cut only, in such areas
- g. Package 1: Butt B1, Butt B2 and Butt B3 require separate visits for herbicide. A minimum of 1 week must elapse between each of these applications. Butt B1, Butt B2 and Butt B3 will therefore take a minimum of 3 weeks to complete if all areas need herbicide
- h. Arisings (waste Rhododendron) must be removed from Site and disposed of responsibly and in accordance with regulations, in a way which does not allow regrowth
- i. Chipping waste material is the preferred method
- j. Chippings can then be used as biofuel or mulch
- k. **BURNING IS NOT PERMITTED ON SITE**

The contract has the following sub-objectives:

- a) Clear communication with the Nominated Works Officer prior to and during the course of the works, including but not limited to: Works Scheduling, progress and quality
- b) Production and adherence to all health and safety material for the delivery of the Works, including: Risk Assessments and Method Statements, evidence of operator's relevant qualifications

- c) Tenderers are requested to provide rates in the Itemised Costs (Section 5) for either all Works Packages or individual Packages. See editable version in attached documentation
- d) Tenderers must also complete the Form of Tender. See attached documentation
- e) All Tenders must be returned by the Tender Return Date by email in accordance with Section 7

## Section 2: Works Specification

### 2.1 Quantities

Contractor Name:	Attributes			Documentation to provide (please tick if provided)												
	Area (Ha)	Density	Slope	Plant height	Funding	Deadline	Priority (1 High-3 low)	Start Date	Finish Date	Total Days to complete	Machinery to be used	Public Liability and Employers Liability Insurance Certificates	NPTC Pesticides qualification PA1 and PA6	Site specific method statement	Site specific RA	Schedule of Rates for all aspects of work
1	2: Butt A1	0.9	Dense	Steep Slope	Small (S)/ Medium (M)	MoorWater	31.03.2024	High								
1	2: Butt A2	0.6	Dense	Steep Slope	S/M	MoorWater	31.03.2024	High								
1	2: Butt B1	4.6	Scattered	Less steep	S/M	MoorWater	31.03.2024	High								
1	2: Butt B2	1.5	Less dense	Steep and some rope access	S/M	MoorWater	31.03.2024	High								
1	2: Butt B3	1.8	Less dense	Steep and some rope access	S/M	MoorWater	31.03.2024	High								
1	2: Butt B4	0.2	Less dense	Steep and some rope access	S/M	MoorWater	31.03.2024	High								
2	4	31.6	Scattered	Flat	M	MoorWater	31.03.2024	Low								
4	8	1	Scattered	Steep	S	MoorWater	31.03.2024	Medium								
4	9	0.6	Scattered	Steep	M	MoorWater	31.03.2024	Medium								
4	11	1.6	Scattered	Steep with unstable shale banks	S	MoorWater	31.03.2024	Medium								

## Section 3: Works Site Information

- a. The Work Sites are located on Wessenden Moor and Butterly Moor in the Dark Peak, Peak District National Park.
- b. The contractors **will not** be able to access the site via the water on Wessenden and Blakely reservoirs.
- c. **Package 1:** The Work Site is in the Wessenden Valley and is steep ground, and will require rope access in places.
- d. **Package 2:** The Works Sites are on Butterly Moor and Wessenden Moor Contractors should expect to cross dense Molinea tussocks on Butterly plateaux.
- e. **Package 4:** The Work Sites are on Wessenden Moor and is steep ground.
- f. The Works Sites are designated as SSSI. The Contractor must comply with the Codes of Practice for Operations on SSSI.
- g. Section 6 has Standard Specifications for Rhododendron Removal.

### 3.1 Site Access

- a) Machinery used may depend on the width of the tracks that run through the valley
- b) The **compulsory site visit** should allow Tenderers to assess routes of access
- c) Public footpaths run through the valley and Contractors must be aware of the public and take safety precautions where necessary

### 3.2 Methodology

- a) See Standard Specifications, Section 6, for further detail on methodology
- b) Tenders to attend a compulsory site visit, which will take place on **21/07/2023**

#### 3.2.1 Packages 1-4:

- a) Small Rhododendron plants in all areas to be hand pulled. Ensure disturbed soil is put back and tamped down as far as reasonably practical
- b) Medium sized and large sized plants are to be cut using hand tools or chainsaws as appropriate
- c) Medium and large plants must have Glyphosate solution applied to the cut stumps on the same day as cutting unless within 3m of a watercourse/waterbody.
- d) Rhododendron plants within 3m of a watercourse/waterbody must only be hand-pulled or cut.
- e) Herbicide should be applied using an appropriate hand-held applicator to ensure spot treatment and reduce risk of spillage
- f) It is recommended that a coloured dye is added to the herbicide solution to ensure all stumps are treated and should reduce risk of tripping over stumps

- g) Rope access is required in Package 1. Further information will be provided during the site visit to inform tenders.

## Section 4: Detailed Conditions

### 4.1 Timing of Project Delivery

- a) **Date of compulsory Site Visit; 21/07/2023**
- b) Award of contract – anticipated 04/08/2023 date
- c) Works Commencement Date: As soon as possible from award of contract
- d) **Completion date for all Packages is 31<sup>st</sup> March 2024**
- e) All works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts

### 4.2 Environmental Requirements

- a) As the area the Contract is being executed in is a designated SSSI, no litter (including cigarette stubs) are to be left on Site
- b) It is essential that there is no waste Materials left at the Works Sites during and after completion of the Works; the Contractor will be expected to manage operations to minimise waste
- c) All Works to be undertaken by the contractor must comply with the Codes of Practice for Operations on SSSI, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. of Environment, DEFRA and all current Health and Safety Regulations

### 4.3 Health and Safety

- a) The Contractor will be responsible for Health and Safety during the course of the Contract
- b) The Method Statement will need to be approved by the Nominated Officer. Method Statements must include operational risk assessments, copies are which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender
- c) Copies of Site Risk Assessments for all the Sites identified in the Location Maps (Appendix 1-4) will be required prior to the Works Commencement Date
- d) Material Safety Data Sheets, if required, will be supplied by the successful Contractors
- e) The Contractor is to provide their own welfare facilities for the duration of the Works

#### 4.3.1 Health and Safety Plan

- a) The Contractor is to submit a copy of their Health and Safety Policy which is issued to their employees, the Nominated Officer. This will form part of the site safety plan (“the Site Safety Plan”)
- b) The Works are subject to Risk Assessment by the Contractor and the assessment will form part of the Site Safety Pan. 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 and Safety Plan will be subject to the Nominated Officer’s approval, prior to the Works Commencement Date.



#### 4.3.2 Potential Hazards Associated with the Works

- a) The Contractor should identify all potential hazards associated with the Works and provide Construction Phase Plan, Risk Assessments and Method Statements for the mitigation of these with the Tender Return. Hazards should be considered in terms of:
- b) The Works Site(s) and any other locations utilised during the delivery of the Works
- c) Work(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users.
- d) Users, any and all individuals, groups, organisations and companies that may have a reason to visit the Site(s) on which the Work(s) are being undertaken.
- e) COSH Contractors must abide by COSHH (2002) and submit a copy of their assessment later in the Tender Process.
- f) Operators must have valid PA1, PA6 and PA6aw pesticide certification and will be required to provide a copy of their licence if awarded the Tender
- g) Operators must have valid chainsaw tickets (Basic Maintenance and Cross Cutting and Felling to 380mm/15”) and will be asked to provide copies of their licence if awarded the Tender.
- h) Rope Access: Contractor must provide evidence of operator’s IRATA qualifications
- i) If using ATV, they must be registered according to legislation

#### 4.4 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 for each package are not completed by the relevant 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 a rate being the lower of such costs 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 Work(s) as a result of such delay has an adverse effect on the Project

#### 4.5 Defects Liability

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

#### 4.6 Materials

- a) All Materials will be provided by the Contractor and shall be the property of the Authority on the Works Completion Date

#### 4.7 Insurance

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

#### 4.8 Gangmasters Licence

- a) If required, the Contractor must obtain a gangmasters licence and provide a copy to the Authority prior to the Works Commencement Date

#### 4.9 Foreman

- a) If requested by the Nominated Officer, the Contractor shall ensure that a dedicated Foreman is assigned to the Works for the entire Contractor 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

#### 4.9 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:
  - b) The name of the relevant Site;
  - c) A map with a shaded area showing the approximate location(s) of Materials applied to the Site(s);
  - d) The reason for any inactivity regarded point a); and
  - e) Brief summarised of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein)
- f) The Nominated Officer shall provide the Contractor with a suitable template for the Daily Log. The Contractor may use their own format instead with the prior approval of the Nominated Officer

#### 4.11 Geographic Information Systems (GIS)

- a) Moors for the Future will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- b) Moors for the Future use MapInfo and British Projection (NG EPSG: 27700).
- c) The Contractor is responsible for ensuring that all received GIS Information works on their system. The Contractor must report any faults to the Nominated Officer within 48 hours of receiving the GIS Information
- d) If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, then Moors for the Future shall re-supply the GIS Information. The Contractor must check the functionality of the new GIS Information as soon as is reasonably practicable, and in any event within 48 hours of receiving it
- e) The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction
- f) If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, then Moors for the Future may, at their discretion, charge the Contractor up to £70 per hour (or part thereof) of time spent per MFF or PDNPA Officer involved in re-

submitting this information (being reasonable associated costs) to re-supply the GIS Information

- g) Upon completion of the works at each Site, the Contractor must supply the Nominated Officer with the GIS Information regarding the treated areas
- h) Moors for the Future prefer that the GIS Information be sent in MapInfo format with British Projection (BNG ESPG: 27700).
- i) The Contractor may sent the GIS in an alternative format but they must state the projection used
- j) The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software
- k) No Works will be signed off as completed until the above information has been received by Moors for the Future.

## Section 5: Itemised Costs

MFF 144 2023/24 Wessenden Valley Rhododendron Removal								
<b>Contractor name:</b>								
Package	Shape	Area (Ha)	Attributes			Work completion Deadline	Priority (1 high- 3 low)	Package Total £
			Density	Slope	Plant height			
1	2: Butt A1	0.9	Dense	Steep Slope	Small (S)/ Medium (M)	31.03.2024	High	
1	2: Butt A2	0.6	Dense	Steep Slope	S/M	31.03.2024	High	
1	2: Butt B1	4.6	Scattered	Less steep	S/M	31.03.2024	High	
1	2: Butt B2	1.5	Less dense	Steep and some rope access	S/M	31.03.2024	High	
1	2: Butt B3	1.8	Less dense	Steep and some rope access	S/M	31.03.2024	High	
1	2: Butt B4	0.2	Less dense	Steep and some rope access	S/M	31.03.2024	High	
<b>Package 1 Total Costs</b>								
2	4	31.6	Scattered	Flat	M	31.03.2024	Low	
<b>Package 2 Total Costs</b>								
4	8	1	Scattered	Steep	S	31.03.2024	Medium	
4	9	0.6	Scattered	Steep	M	31.03.2024	Medium	
4	11	1.6	Scattered	Steep with unstable shale banks	S	31.03.2024	Medium	
<b>Package 4 Total Costs</b>								
<b>Overall Total</b>								

The itemised cost table identified above, is provided as an excel document in Appendix 10 for contractors to complete.

## Section 6: Standard Specifications for Rhododendron Removal

### STANDARD SPECIFICATIONS: RHODODENDRON PULLING AND RHODODENDRON CONTROL

These Standard Specifications which should be adhered to wherever possible but taking into account the Conditions and Works outlined in Section 1. Where the nature of the ground or other conditions are such that the Specifications cannot be met, Contract Variations must be agreed in writing and in advance with the Nominated Officer, in accordance with the Standard Conditions. No other variations to the Works shall be permitted or paid for by the Authority

#### **HAND PULLING RHODODENDRON SEEDLINGS**

- 6.1. Operators walk in a line through the area to be cleared and hand pull seedlings by gripping the base of the stem and pulling at an oblique angle.
- 6.2. Disturbed soil must be replaced to reduce the risk of suitable seed beds being created.
- 6.3. Pulled seedlings must be gathered into a bag as they are pulled and removed from the Site – seedlings can re-root if left on the ground.
- 6.4. Larger seedlings can be removed using mattocks – as long as disturbed soil is replaced.
- 6.5. All seedlings are to be removed from the Site. **There is to be no burning on Site.** Chipping/shredding of seedlings and removal of the arisings is permitted.
- 6.6. Tenders must state their methods of removal of rhododendron from the Site and their method of disposal of the rhododendron in their Method Statement.

#### **LARGER RHODODENDRON CONTROL**

- 6.7. Cut bushes at ground level using a chainsaw or clearing saw as appropriate in the opinion of the Contractor.
- 6.8. Remove cut bushes to the agreed collection areas on the Site (agreed in advance with the Nominated Officer) and remove cut bushes on from the Site. **There is to be no burning on Site**
- 6.9. Chipping and shredding of cut rhododendron is allowed, but arisings must be removed from the Site.
- 6.10. Tenderers must state their methods of removal of rhododendron from the Site and their method of disposal of the rhododendron in their Method Statement.
- 6.11. Cut stumps **more than 3 metres** from a watercourse or water body must be treated with herbicide on the same day as cutting, on a day that is frost free and rain free and when rain is not forecast for the next 6 hours. If such treatment is not possible due to weather conditions, the Contractor should cut higher and then cut the stump lower before treating as follows:-
  - 6.11.1. It is recommended that stumps have a hole drilled into them to act as a reservoir for the herbicide.
  - 6.11.2. A one handed, hand-held sprayer that does not leak should be used to reduce chances of spillage.
  - 6.11.3. Fresh herbicide should be used each day that the Works are carried out.
  - 6.11.4. Old herbicide must be disposed of off-site and according to legislation.

- 6.11.5. Each separate stump must be treated.
- 6.11.6. It is recommended that a suitable dye is added to the herbicide solution to aid with identification of treated and untreated stumps.
- 6.11.7. Treatment is to be done with Roundup Probiactive at 20% solution in water. Always read the label before applying the herbicide. Only herbicides specified can be used on this site.
- 6.12. Cut stumps less than 3 metres** from a watercourse or water body **must not be** treated with herbicide and must be treated as follows:-
  - 6.12.1. Stumps should be winched out using appropriate winches – either vehicle mounted or hand winches depending on the size of the stump.
  - 6.12.2. The resulting holes should be filled in as best as they can and then be covered with Sphagnum moss species, depending on agreements with Natural England.
- 6.13. Re-growth 10 metres or more** from a watercourse or water body must be treated as follows.
  - 6.13.1. Seedlings must be pulled following the steps set out above.
- 6.14. Regrowth from cut stumps** must be sprayed 12 and 24 months after the original control. The dates of such spraying should be agreed in advance with the Nominated Officer.
  - 6.14.1. Glyphosate (360g/l) e.g. Roundup Probiactive at 20% solution in water is to be used for regrowth treatment.
  - 6.14.2. A wetting agent adjuvant, such as High Trees Mixture B, may be used.
  - 6.14.3. Herbicide solution should be applied as a directed spray until the instant just before run-off, i.e. foliar wetness. Using a knapsack sprayer, the herbicide solution should be applied at low pressure and medium-high volumes (500-750l/ha)
  - 6.14.4. Control must be made in frost free and rain free conditions and when no rain is forecast for at least **12 hours**.
  - 6.14.5. Extreme care must be taken to ensure that the spray doesn't come into contact with any of the other surrounding vegetation.
- 6.15. Re-growth between 2 metres and 10 metres** from a watercourse or water body must be treated as follows
  - 6.15.1. Seedlings must be pulled following steps set out above.
- 6.16. Regrowth from cut stumps** must have herbicide **sprayed with hand-held sprayer** onto it 12 and 24 months after the original control. The dates of such painting should be agreed in advance with the Nominated Officer.
  - 6.16.1. Glyphosate (360g/l) e.g. Roundup Probiactive at 20% solution in water is to be used for regrowth treatment.
  - 6.16.2. A wetting agent adjuvant, such as High Trees Mixture B, may be used.
  - 6.16.3. Herbicide should be painted onto the regrowth
  - 6.16.4. Control must be made in frost free and rain free conditions and when no rain is forecast for at least 12 hours.
  - 6.16.5. Extreme care must be taken to ensure that the herbicide doesn't come into contact with any of the other surrounding vegetation or the soil.
- 6.17. Regrowth less than 3 metres** from a watercourse or water body must be treated as follows
  - 6.17.1. Seedlings must be pulled following steps set out above.
  - 6.17.2. Each geo-textile must be checked for regrowth and any re-growth must cut off below ground level.
  - 6.17.3. Geo-textile must be checked for damage and replaced if required.

- 6.18.** All operators using chainsaws must have valid NPTC or LANTRA qualifications and must be wearing the approved PPE laid out by the Health and Safety Executive on their website [www.hse.gov.uk/treework/safety-topics/chainppe.htm](http://www.hse.gov.uk/treework/safety-topics/chainppe.htm)
- 6.19.** All operators using herbicide must have a valid NPTC Pesticides qualification, with a minimum of PA1, PA6 and PA6AW modules passed and in date. Operators must adhere to their training at all times.  
All operators must be wearing the recommended PPE as laid out on the pesticide labels and as instructed in training.

## Section 7: Instructions on Submitting a 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 MUST VISIT THE SITE 21/07/2023. FAILURE TO DO SO WILL RESULT IN ANY TENDER BEING REJECTED. PLEASE CONTACT PAUL TITTERTON (DETAILS BELOW) FOR FURTHER DETAILS OF THE SITE VISIT.**

**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:

Paul Titterton

**Email:** paul.titterton@peakdistrict.gov.uk

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

7.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.



**8. Errors in completed tenders**

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

**9. Sufficiency of Tender**

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

**10. Period of Validity**

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

**11. Tendering procedure and submission requirements**

11.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON 28/7/23.**

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

11.3. Tenders submitted electronically:

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

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

11.4.1. The Tender shall be made on the Form of Tender at **Appendix 6**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

11.4.1.a. Tender Questionnaire at **Appendix 7** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

11.4.1.b. Non-collusive tendering certificate at **Appendix 8** signed on behalf of the Tenderer and submitted to us in pdf format;

11.4.1.c. Analysis of resources;

- 11.4.1.d. Itemised costs;
- 11.4.1.e. Details of any part of the Works to be sub-contracted;
- 11.4.1.f. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
- 11.4.1.g. Any other information requested in the ITT.

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

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

**By 1700 ON 27/07/23**

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

**REF: MFF 144 2023-24 Wessenden Valley Rhododendron**

**All attachments must be in pdf form**

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

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

10.12 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

## 12. Basis of Tender

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

## 13. Sub-contracting

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

## 13 Tender Evaluation

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

- **Attendance at Site visit on 13<sup>th</sup> July 2023 (pass/fail)**
- Completed Tender Questionnaire.  
This will include
  - Written technical and financial references (including the Tenderer’s financial accounts for such period as shall be notified) as may be requested
  - The Tenderer’s technical and professional ability and previous experience of contracts delivered for the Authority or other organisations. The Authority is entitled to take into account any failure to discharge obligations under previous relevant contracts undertaken by the Tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Works are likely to be met. Tenderers are requested to supply examples of similar Works supplied to other clients. The Authority may consider evidence of performance on previous comparable contracts for the Authority
  - Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.

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

1. Price (80% of the total score value);
  - $80 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$

2. Quality criteria (20% of the total score value):

Capacity of the Tenderer to deliver the works to a high quality in a time critical manner and provide detailed Method Statements and Program of Works demonstrating how they are going to do so. This will be used to inform milestones which will be included in the contract with the successful tenderer.

Criteria	Weighting	Evaluation Criteria
Price	80%	$80 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	20%	4 x score (see table below)

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

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

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

Rejected or eliminated tenders will not be scored.

**15. Award of Contract**

15.1. The successful Tenderer will be required to promptly execute and return to the Authority the Form of Contract to be provided.

**16. Obligations**

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

**17. Accuracy**

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

**18. Confidentiality**

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

**19. Canvassing**

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

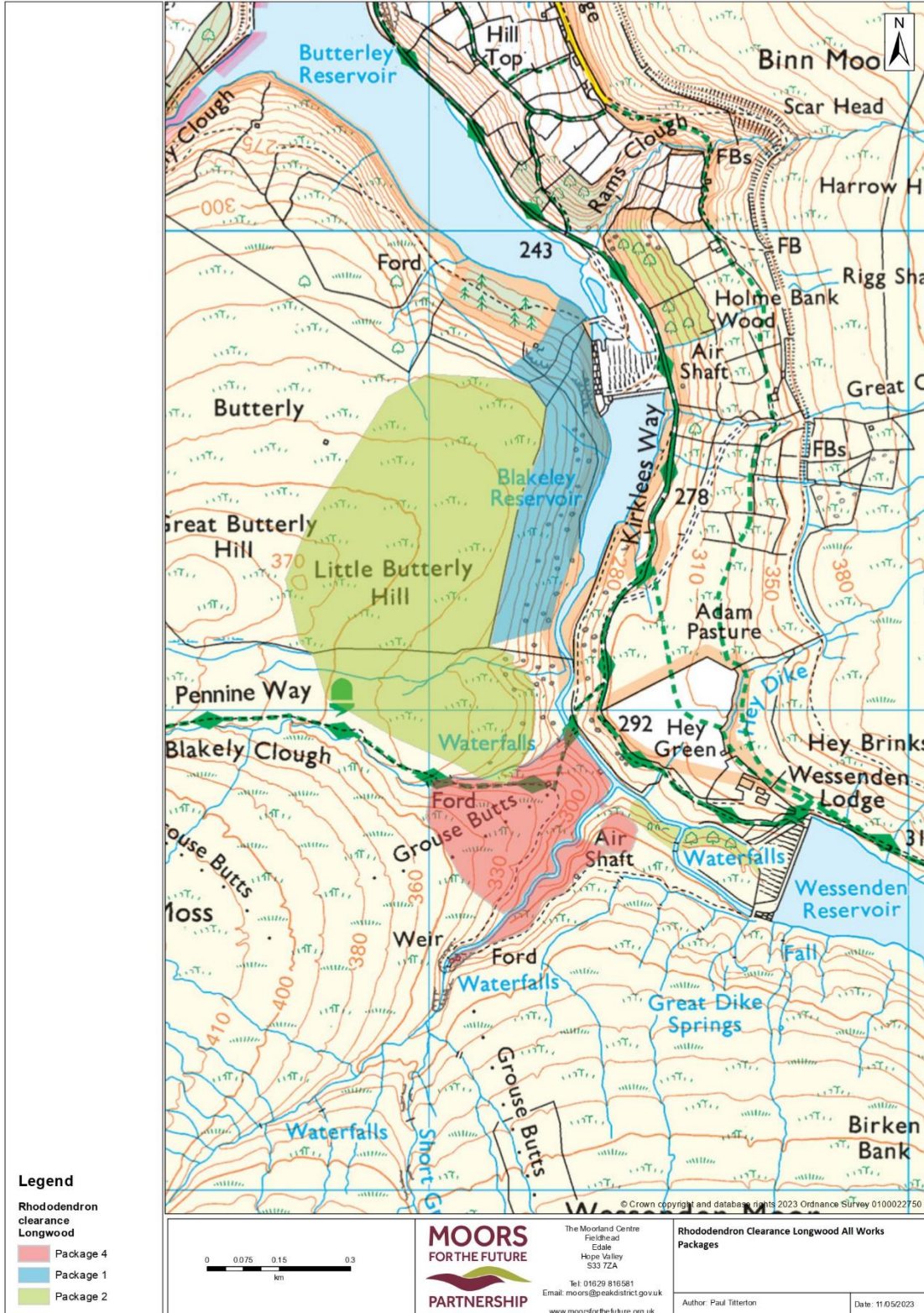
**18 Transparency**

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

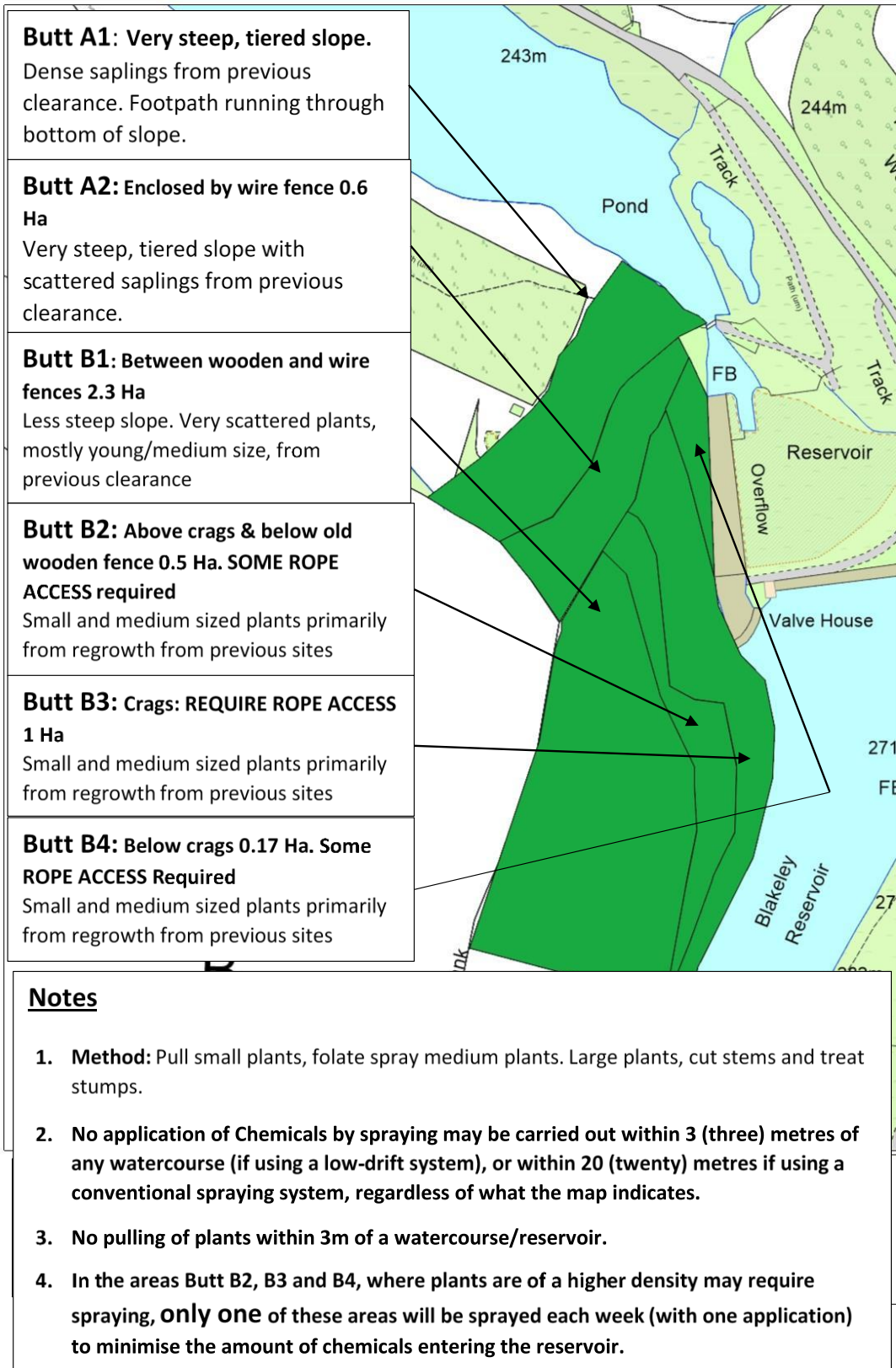
18.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except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

Appendices

Appendix 1: Packages 1, 2, 4: Location Map

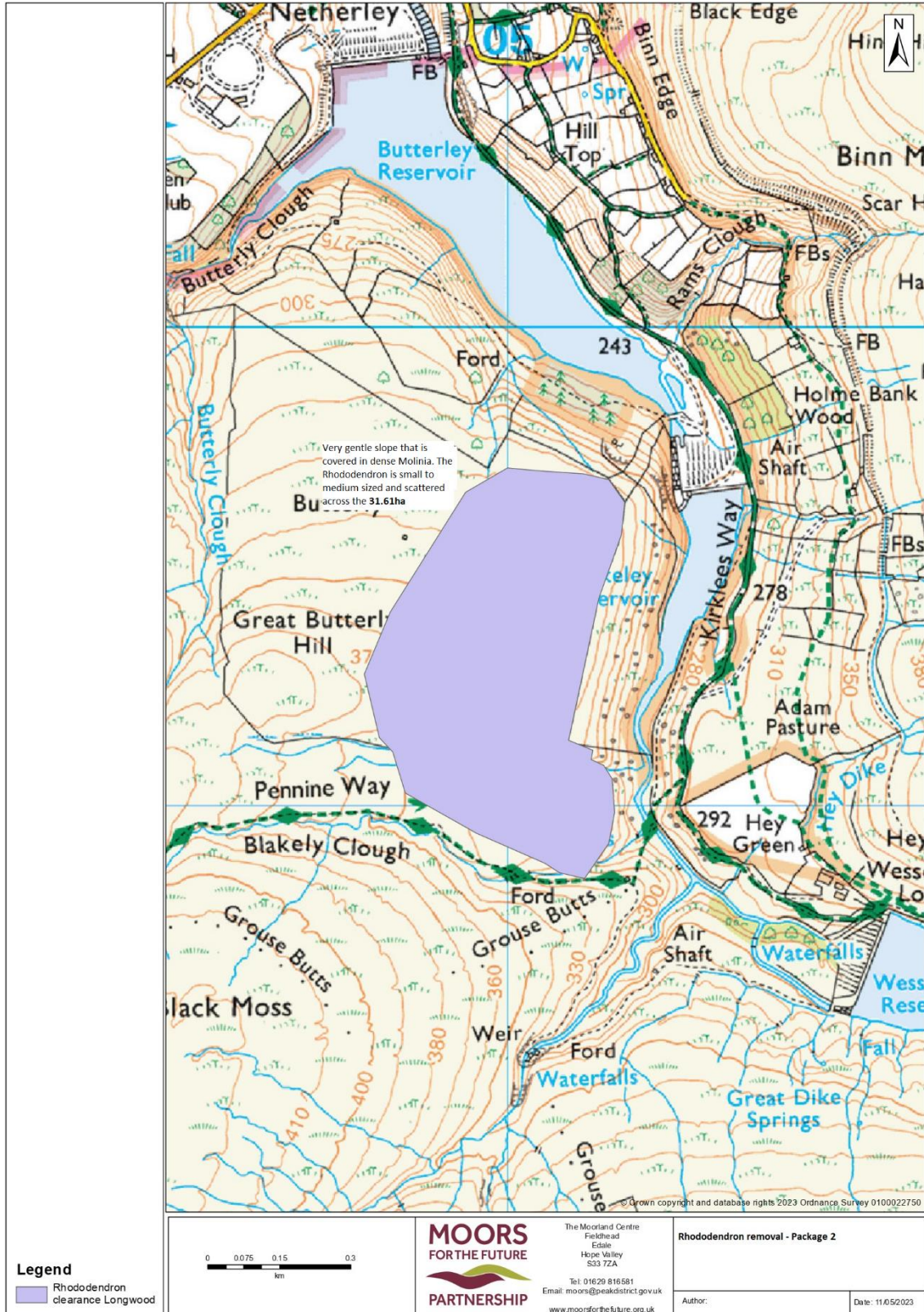


Appendix 2: Package 1

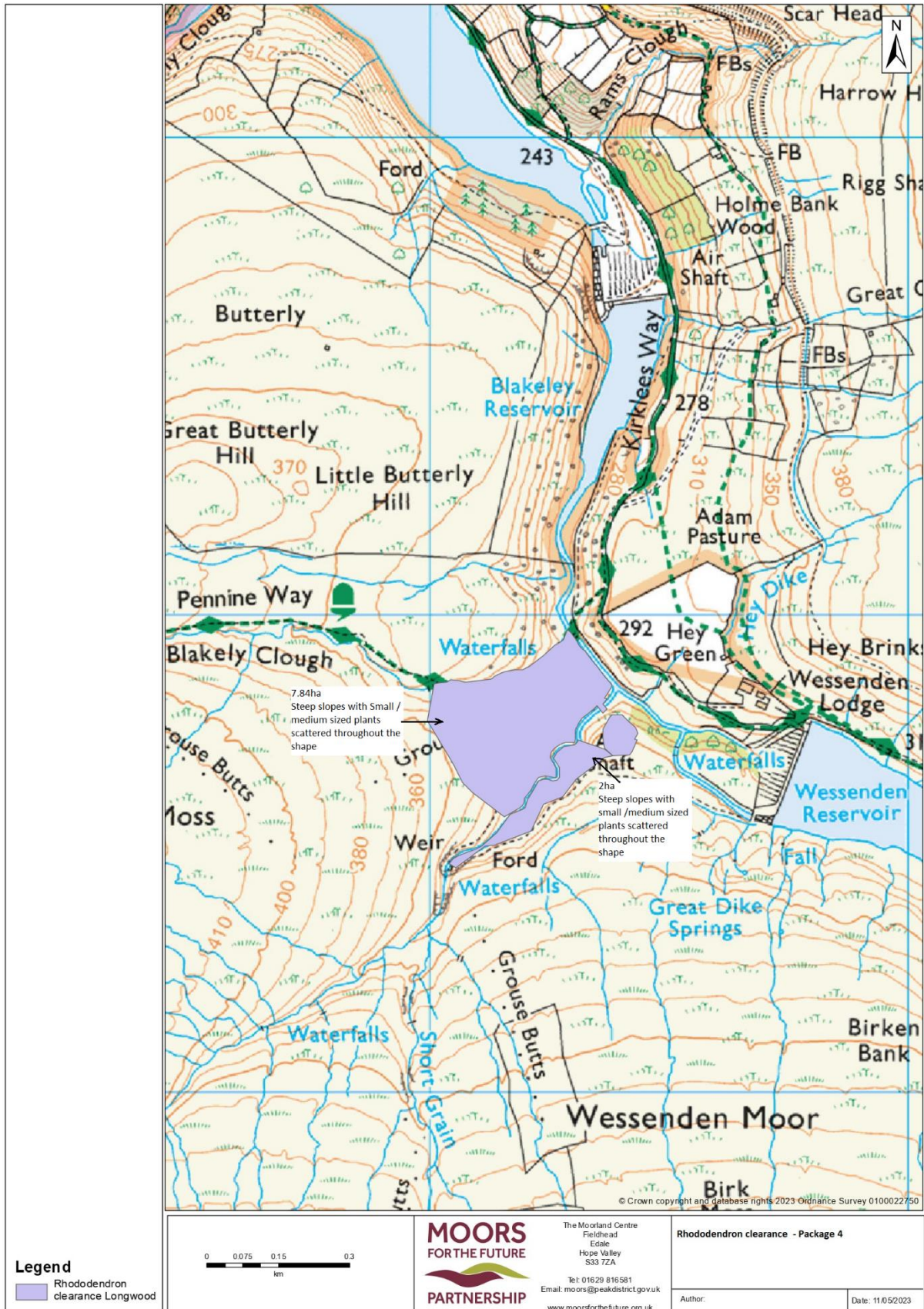




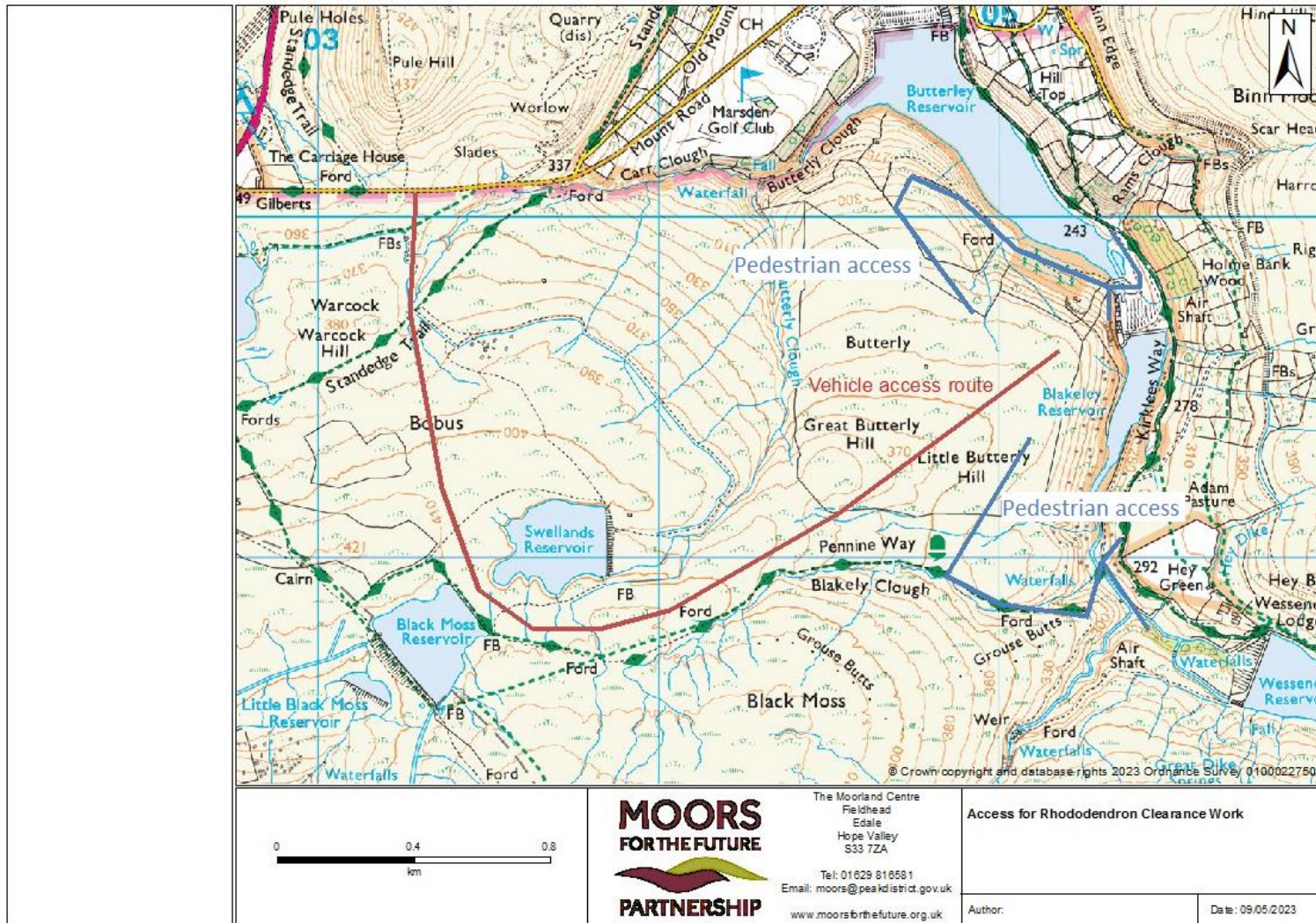
Appendix 3: Package 2



Appendix 4: Package 4



Appendix 5: Access to Butterly Moor



[Appendix 6: Form of Tender](#)

This is attached as a separate document

[Appendix 7: Tender Questionnaire](#)

This is attached as a separate document

[Appendix 8: Non Collusive Tendering Certificate](#)

This is attached as a separate document

[Appendix 9: Table of Quantities Spreadsheet](#)

This is attached as a separate document

[Appendix 10: Itemised Costs Spreadsheet](#)

This is attached as a separate document

[Appendix 11: Photos of Packages](#)

This is attached as a separate document