

MOORS FOR THE FUTURE PARTNERSHIP

INVITATION TO TENDER FOR SUPPLIES AND SERVICES:

MFF96 2020-21 Aerial application of lime, seed and fertiliser

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

**TENDER RETURN DATE:
Friday 10 January 2020
at 5:00pm**

IT IS THE TENDERER'S RESPONSIBILITY TO ENSURE THAT ITS TENDER COMPLIES WITH THE SUBMISSION REQUIREMENTS AND IS RECEIVED BY THE AUTHORITY BY THE DATE AND TIME SET OUT. THE AUTHORITY ACCEPTS NO RESPONSIBILITY FOR ANY PROBLEMS ARISING FROM THE AUTHORITY'S OR THE TENDERER'S IT SOFTWARE, INFRASTRUCTURE, INPUT OR INTERNET CONNECTIVITY, THE SECURITY OF OR ACCESS TO THE INTERNET, THE CAPABILITY OR CAPACITY OF THE AUTHORITY'S OR THE TENDERER'S EMAIL SYSTEMS OR TENDERER'S FAILURE TO CHECK THEIR EMAIL SYSTEM FOR CORRESPONDENCE RECEIVED FROM THE AUTHORITY ABOUT THIS TENDER. TENDERERS MUST NOTE THAT THE CURRENT MAXIMUM SIZE OF ANY EMAIL RECEIVABLE BY THE AUTHORITY IS 10MB. IT IS THE RESPONSIBILITY OF THE TENDERER TO ENSURE THAT ITS TENDER IS RECEIVED BY THE AUTHORITY. TENDERERS ARE STRONGLY ADVISED NOT TO SUBMIT THEIR TENDER IMMEDIATELY BEFORE THE TENDER RETURN DEADLINE.



SECTION 1

PROJECT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS

PART A – CONTRACT OBJECTIVES

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

1. The objectives of this Contract are:
 - a. the application by helicopter of all Lime, Seed and Fertiliser (the Materials) to areas of moorland in the Peak District National Park and South Pennines SAC within the prescribed time and at the prescribed rates listed in this Invitation to Tender.
 - b. to store and deliver to the Lift Site(s) all Materials being:
 - i. Lime – granulated Lime Fertiliser.
 - ii. Fertiliser – two varieties of NPK fertiliser hereafter differentiated when required as Initial Fertiliser and Maintenance Fertiliser.
 - iii. Seed – a nurse crop seed mix.
 - iv. More detailed specifications and indicative quantities of all Materials are provided in this Invitation to Tender.
 - c. to procure all Lime and Fertiliser required for the Works.
2. The Contract has the following sub-objectives:
 - a. Production of and adherence to all health and safety material for the delivery of the Works and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
 - b. Clear communication with the Authority prior to and during the course of the Works.
 - c. Provision of a GPS record of completed Works.
 - d. Provision of carbon audit and socio-economic impact data to the Authority upon completion of the Works associated with the MoorLife 2020 Project in accordance with the Standard Conditions.
3. The supply of the Seed is the subject of a separate contract.
4. The Works Sites for the purposes of this Tender shall consist of approximately **461.7 hectares** (ha) of moorland to be treated over the Contract Period.
5. The quantities of Materials to be applied are indicative only in this Invitation to Tender. Tenderers should note that the actual quantities required will be called off at the appropriate time using a Purchase Order Form and no Contract will be formed without a Purchase Order Form issued by the Nominated Officer.
6. Contracts will be issued for works delivery between February and September over two Works Periods.
 - a. Works Start Date: 10 February 2020
 - b. Target Works Completion Date: 5 September 2020
7. Tenderers are requested to provide to the Authority with the Tender return for evaluation:
 - a. Itemised Costs for the Works.
 - b. All relevant supporting information.

8. For the avoidance of doubt the Contract shall only relate to Works confirmed by the Authority by way of a Purchase Order Form.

PART B – DETAILED SPECIFICATION OF THE SUPPLIES AND SERVICES

1. Materials

1.1. Granulated Lime – ‘Lime’

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

1.2. N:P:K Fertiliser – ‘Fertiliser’

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

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

1.3. Nurse Crop Grass Seed Mix - ‘Seed’

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

Moorland amenity grasses

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

Additional species

- i. Wavy-hair grass (*Deschampsia flexuosa*).
- ii. Heather (*Calluna vulgaris* and *Erica tetralix*).

2. Supply

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

3. Storage and delivery of Materials

- 3.1. All Materials will be stored by the Contractor at the Contractor’s cost following their receipt by the Contractor pursuant to a Purchase Order, until application of the Materials on the Works Sites as required.
- 3.2. The Contractor is responsible for sourcing and / or subcontracting the use of Storage Sites to hold the Materials prior to delivery to the Lift Sites.
 - a. Moors for the Future have previously used local storage facilities on previous Contracts and the Nominated Officer can provide the Tenderers with this information if required.

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

4. Techniques

- 4.1. It is the responsibility of the Contractors to ensure they can supply all Equipment required to complete the Works. The Contractor must be capable of getting this required Equipment to the Lift Site.
- 4.2. At each Works Site the work schedule shall follow the same basic pattern, specifically:
 - a. When Initial NPK Fertiliser is to be applied:
 - i. The Lime must be applied first at a rate of 1000 kg per hectare.
 - ii. Seed will then be applied at a rate of 50.35 kg per hectare.
 - iii. The NPK Fertiliser should be applied ideally two weeks after the Seed has been applied, and ideally no sooner than four weeks after the application of Lime.
 - b. When Maintenance NPK Fertiliser is to be applied the Lime and NPK Fertiliser can be applied simultaneously.
 - i. The Lime must be applied at a rate of 1000 kg per hectare.
 - ii. The NPK Fertiliser must be applied at a rate to achieve the desired outcome. This can be applied at the same period as the Lime.
- 4.3. Target Completion Dates for Lime and Fertiliser application works are given for each Works Period in the Itemised Costs.

5. Material Quantities

- 5.1. The Authority will be treating approximately **461.7 ha** in total over the **Contract Period**.

- a. **Lime application** will be required on **490.2 ha** in total at a rate of 1 tonne per ha. The total weight of Lime to be applied is, therefore, approximately **500 tonnes** (including a 2% contingency)
- b. **Seed application** will be required on **144.6 ha** in total, at a rate of 0.05035 tonnes per ha (50.35kg per ha). The total weight of Seed to be applied is, therefore, approximately **8 tonnes** (including a 10% contingency)
- c. **Initial Fertiliser application** will be required on **144.6 ha** in total, at a rate of 0.22 tonnes per ha. The total weight of Initial Fertiliser to be applied is, therefore, approximately **32.45 tonnes (rounded up to nearest 10 kg)**. (including the 2% contingency)
- d. **Maintenance Fertiliser application** will be required on **367.1 ha** in total, at a rate of 0.16 tonnes per ha. The total weight of Maintenance Fertiliser to be spread over the contract period is, therefore, approximately **59.91 tonnes (rounded up to nearest 10kg)**. (including the 2% contingency)

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

6. Sites

6.1. **Lift Sites**

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

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

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

- a. Buckton Quarry (Grid Ref: SD 990 016) – STORAGE PERMITTED
The Lift Site is in a quarry accessed via a minor road near Mossley. The exact location of the Lift Site within the quarry is to be confirmed.
- b. Dale Head (Grid Ref: SK 10650, 84660) – STORAGE PERMITTED
The Lift Site is on farm land and adjacent to a public bridleway leading West to Barber Booth. The Lift Site will remain unsecured and accessible to the public.
- c. Salter's Brook (Grid Ref: SE 14073 00155) – NO STORAGE
The Lift Site is on Open Access land (pursuant to CRow Act 2000) adjacent to a public bridleway leading south from the A628. The Lift Site will remain unsecured and accessible to the public. NO STORAGE of Materials.
- d. Lane Head Farm (Grid ref: SE 03230 57110) –STORAGE PERMITTED
The lift site is on farm land 80m from a well-used road. There is no Open Access or Public Rights of Way.
- e. Glossop Low (Grid ref: SK 65850 66980) – STORAGE PERMITTED
The Lift site is located at the end of a rough track from Blackshaw Farm, and is surrounded by Open Access land (pursuant to CRow Act 2000). The Lift Site will remain unsecured and accessible to the public

Definitions of storage

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

6.2. Works Sites

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

Works Site	Corresponding Lift Site
Alport	Glossop Low
Derwent and Howden	Salter's Brook
Noe Stool	Dale Head
Stalybridge	Buckton Vale Quarry
Arnfield	Buckton Vale Quarry
Wessenden Head	Lane Head Farm

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

PART C – DETAILED CONDITIONS

1. Timing of Project Delivery

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

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

2. Access and Egress

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

3. Lift Sites

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

4. Marshalling

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

5. Environmental Requirements

- a. As the areas the Contract is being executed in are designated Site of Special Scientific Interest (SSSI) no litter (including cigarette stubs) is to be left on any Lift Site or Works Site.
- b. It is essential that there is no waste of Materials at the Site; the Contractor will be expected to manage operations to minimise waste.
- c. All works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of SSSI, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- d. In the event of spillage of fuel or any Materials the Contractor will immediately take appropriate measures to eradicate or minimise the effects of such spillage (including any requirements of the Environment Agency in that regard) and shall

immediately notify the Nominated Officer and comply with the requirements of the Nominated Officer.

- e. The Lift Sites used for the helicopter operations will promptly be returned to their original condition after the Works have been completed and in any event within 1 month of the last airlift from the Lift Site, at the Contractor's expense and to the Authority's satisfaction.
- f. The Lift Sites are unsecured with access to the public. Equipment and Materials (where permitted) will be left unattended or remain on the Lift Site overnight at the Contractor's risk. **Section 1 Part B** specifies what, if any, Materials may be stored unattended at each Lift Site. No fuel may be stored unattended at any Lift Site. Contractors are responsible for sourcing appropriate locations nearby to accommodate their Equipment, fuel, Materials and operatives whilst the Works are not being undertaken.

7. Health and Safety

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

The Contractor should identify all potential hazards associated with the Works and provide Risk Assessments and Method Statements for the mitigation of these with the Tender Return. Hazards should be considered in terms of:

 - i. the Site(s) and any other locations utilised during the delivery of the Works;
 - ii. Work(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users; and
 - iii. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.
- h. Site safety considerations:
 - i. Ground conditions: details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
 - ii. No representation is made by the Authority as to the existence of contamination or otherwise.
 - iii. Location of Services: the Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the completion of the Works. Follow HSE: HS G47 guidance note.
 - iv. Lifting of heavy objects: the Contractor and employees should follow Manual Handling Operation Regulations 1992.

- v. The Contractor shall employ the 'best practical means' as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites.
- i. The Contractor is required to provide COSHH assessments for relevant materials and fuels.

9. Liquidated Damages

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

10. Retention

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

11. Defects Liability

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

12. Materials

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

13. Insurance

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

14. Licences and Certificates

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

15. Policy

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

16. Tech Logs

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

17. Daily Log

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

18. Geographic Information Systems (GIS)

- a. Moors for the Future will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- b. The Tenderer must specify in the Form of Tender their GPS Co-ordinate requirements.
 - i. Moors for the Future use MapInfo and British Projection (BNG EPSG: 27700). If the Tenderer does not specify a system in Item 9 then Moors for the Future shall send GIS information to the Contractor in MapInfo format and British Projection.
- c. The Contractor is responsible for ensuring that all received GIS Information works on their system. The Contractor must report any faults to the Nominated Officer within 48 hours of receiving the GIS Information.
 - i. If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, then Moors for the Future shall re-supply the GIS Information. The Contractor must check the functionality of the new GIS Information as soon as is reasonably practicable, and in any event within 48 hours of receiving it.
 - ii. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction.
 - iii. If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, then Moors for the Future may, at their

discretion, charge the Contractor up to £35 per hour (or part thereof) of time spent per MFF or PDNPA Officer involved in re-submitting this information (being reasonable associated costs) to re-supply the GIS Information.

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

20. Communications

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

21. Downtime Expenses

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

22. Revision of Costs

- a. The Contractor may, with the prior approval and at the absolute discretion of the Authority revise (upwards or downwards) charges in respect of Materials or Fuel provided that the Contractor can demonstrate to the Authority's satisfaction a consistent increase or decrease in supply costs over a period of time or frequency to be determined by the Authority. The Authority reserves the right to require invoices, receipts and other forms of evidence of any price increase in Fuel and Materials.
- b. Any downwards revision of the cost of Fuel or Materials shall be at the request of either party provided that evidence is agreed by both parties.
- c. Both parties agree and accept that any revision of the Fuel or Material Price shall be no more than plus or minus 10% of the relevant Price indicated in the Itemised Costs.
- d. Any dispute relating to this decision shall be referred to determination in accordance with the terms and conditions at **Section 3** save that the matter shall be referred to the Civil Aviation Authority.

23. HLS Invoices

- a. Each invoice pertaining to Works carried out with the aim of bringing Works Sites towards High Level Stewardship (HLS) compliance (HLS Invoice) shall be processed according to the following steps:
 - i. Once the relevant Works have been signed off as complete by the Nominated Officer, the Contractor shall send the invoice to the Nominated Officer.
 - ii. The invoice is paid once it has been approved by the Nominated Officer.
 - iii. The Nominated Officer shall return the original invoice to the Contractor who must then sign it to acknowledge that they have received payment.
 - iv. The Contractor sends this receipted invoice back to the Nominated Officer within 5 working days of receipt.
- b. The Nominated Officer shall inform the Contractor of which Works Sites require HLS Invoices.
- c. In recognition of the greater time and expense that the Contractor will incur in processing HLS Invoices, the Tenderer may specify an Admin Fee in Item 12 of the General Items and Preliminaries section of the Itemised Costs at **Section 1 Part D**. The Admin Fee shall be applied to each HLS Invoice.