MFF 114 2020-2024
Framework Agreement for Plug and Clump Planting

Including:
Lot 1: Packages of work for: Turley Holes and Langfield, Rishworth, Moss Moor, Ashop, Close Moss, Soyland, Alport, Ronksley, Ilkley, Roaches, Bradfield and Cupwith.

Lot 2: Package of work for: Dove Stone

*Invitation to tender for a framework of agreement concerning the application of Plug and Clumps between 30th September 2020 and 30th September 2024.*

Prepared by:

Moors for the Future Partnership

2020
IT IS THE CONTRACTOR'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 CONTRACTOR’S I.T. SOFTWARE, INFRASTRUCTURE, INPUT OR INTERNET CONNECTIVITY, THE SECURITY OF OR ACCESS TO THE INTERNET, THE CAPABILITY OR CAPACITY OF THE AUTHORITY’S OR THE CONTRACTOR’S EMAIL SYSTEMS OR CONTRACTOR’S FAILURE TO CHECK THEIR EMAIL SYSTEM FOR CORRESPONDENCE RECEIVED FROM THE AUTHORITY ABOUT THIS TENDER. CONTRACTORS MUST NOTE THAT THE CURRENT MAXIMUM SIZE OF ANY EMAIL RECEIVABLE BY THE AUTHORITY IS 10MB. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ITS TENDER SUBMISSION IS RECEIVED BY THE AUTHORITY. CONTRACTORS ARE STRONGLY ADVISED NOT TO SUBMIT THEIR TENDER IMMEDIATELY BEFORE THE DEADLINE.
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Please ensure that you supply all the required information including itemised costs, programme of works and any other information requested as part of the Peak District National Park Authority tender evaluation process. Not supplying this detailed information may result in your tender scoring low or being rejected during the evaluation process.
Section 1: Contract objectives and detailed conditions

Part A

This invitation to Tender is to establish a Framework Agreement, the object of which is the planting of Dwarf Shrub and Sphagnum Plugs and Clumps (Plants) on moorland sites within the Peak District National Park Authority and the South Pennines SAC.

The Framework Agreement is for the period 30th September 2020 to 30th September 2024 (“the Framework Period”). This means that Tenderers are requested to provide indicative rates and supporting information to the Authority with their Tender return for evaluation. After evaluation, the Authority will notify Tenderers whether they have been appointed as Framework Contractors. During the Framework period, Framework Contractors will be requested to take part in mini competitions in accordance with the Authority’s standing orders at appropriate intervals, once the Authority has defined a Works Plan for each Works Site. The Works Plan will contain specific information on Work Sites, quantities of Materials, Access routes and distances. This information will be passed to the Framework Contractors who will be asked to submit quotes to deliver the specific Works. The Framework and mini competition submissions will be subject to evaluation as detailed in Section 2. (Instructions on Submitting a Tender)

1. Contract objectives

1.1 Liaise with the Authority’s Supplier about delivery of plants to the chosen Delivery Site (yard or other storage facility).
1.2 Take delivery of, store appropriately and care for Plants during the Works Period.
1.3 Transport Plants from Delivery Site to Works Site as needed.
1.4 Plant Plants on Work Sites between 30th September 2020 and 30th September 2024.
1.5 Remove all 2024 waste materials from site.
1.6 The Works include the following sub objectives:
   1.6.1 Production of and adherence to all health and safety material for the delivery of the Works including: the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
   1.6.2 Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Material Deliveries, Site access, helicopter availability, Lift Site requirements and Trackway installation.
   1.6.3 The call off of temporary Trackway at the designated Lift Sites to store and prepare materials for airlifting and supervising Trackway installation.
   1.6.4 Coordinating and receiving deliveries of plug and clumps to the Lift Sites and Delivery Sites.
   1.6.5 Preparation of plug and clump Materials for transportation at the Lift Sites / Delivery Sites.
   1.6.6 Transportation of Materials from the Lift Sites / Delivery Sites to the Work Sites.
   1.6.7 The planting of plug and clumps at the Work Sites to the standard specified by the Authority.
   1.6.8 Providing a GPS record of the planted areas to the Authority upon completion.
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2. Framework Period
2.1 The Framework Agreement is for the period 30th September 2020 – 30 September 2024 (“the Framework Period”). This means that, after evaluation of the Tenders’ Forms of Tenders, the Authority will notify the Tenderers whether they have been appointed as Framework Contractors to carry out the Works at different Sites throughout the Framework Period. The Framework process is set out in Section 2 (Instructions on Submitting a Tender).

2.2 Tenderers are requested to provide indicative rates and supporting information to the Authority with the Tender return for evaluation. Framework Contractors will be requested to take part in a mini competition in accordance with the Authority’s standing orders at appropriate intervals once the Authority has defined a Works Plan for each Works Site. The Works Plan will contain information on Work Sites, quantities of Materials and Access routes and distances. This information will be passed to Framework Contractors who will be asked to respond to the call for mini-competition and to undertake the specific Works. The mini competition submissions will be subject to evaluation as detailed in Section 2.

3. Mini competition (Lot 1)
3.1 As part of this Invitation to Tender, the Authority are in a position to be able to confirm 12 Works Plan Packages which are available to tender for in this document at Appendix 1.
3.2 Appendix 1 details Lot 1: Works Packages 1-12.
3.3 If you are interested in tendering for any of the Works Packages then please fill in the Itemised Costs for each Package.
3.4 There will be further mini competitions issued throughout the Framework Period as Works Plans are confirmed.

4. Mini Competition (Lot 2)
4.1 As part of this Invitation to Tender, the Authority are in a position to be able to confirm 1 Works Plan Package which is available to tender for in this document in Appendix 2.
4.2 Appendix 2 details Lot 2: Works Package 1.
4.3 If you are interested in tendering for any of the Works Packages then please fill in the Itemised Costs for each Package.
4.4 This Package will include arranging transport by helicopter and/or tracking-on plugs to the site. Locations of Lift Sites are to be confirmed.
4.5 There will be further mini competitions issued throughout the Framework Period as Works Plans are confirmed.

Part B Specifications
1. Plugs
1.1 The Authority will be supplying the Plugs through a separate Contract.
1.2 Plugs will be delivered by the Supplier to the Contractor’s notified Delivery Site. Organising Delivery of the Plugs to the notified Delivery Site will be the responsibility of the Contractor. The Contractor will give the Authority at least 48 hours notice of the Delivery of the Plugs to the delivery Site.
1.3 The Nominated Officer will notify the Contractor when the Plants are ready for Delivery from the Supplier.
1.4 Sphagnum Plugs
1.5 A Sphagnum Plug will consist of several plants and form a bouquet of around 3cm in diameter.
1.6 Sphagnum Plugs will be delivered in Bundles of 20 Sphagnum Plugs wrapped together in one bundle each in separate pouches in brown paper. Each Bundle will weigh around 0.25kg.

1.7 Bundles will be packed into plastic sacks of 20 bundles and three sacks will be placed in crates for delivery (60 Bundles per crate, 1200 Plugs per crate). Crates are stackable with dimensions of 400x600x150mm.

1.8 Delivery crates remain the property of the Sphagnum Supplier and must be returned to the Supplier in the same condition as they arrived. The Contractor will be responsible and liable for any damage occurring to the crates and will indemnify the Authority against any loss or claim for lost, damaged or misplaced crates.

1.9 Dwarf Shrub Plugs
   1.9.1 Dwarf Shrub Plugs will be a mixture of one or more of the following species;
   i) Common cotton grass (Eriophorum angustifolium)
   ii) Crowberry (Empetrum nigrum)
   iii) Bilberry (Vaccinium myrtillus)
   iv) Hares-tail cotton grass (Eriophorum vaginatum)
   v) Cloudberry (Rubus chamaemorus)
   vi) Cross-leaved heath (Erica tetralix)

1.9.2 Dwarf Shrub Plugs will be supplied in trays and should be stored and transported on trays (photo 2, Appendix 5).

1.10 On the date of Delivery the Contractor and the Delivery driver shall carry out an inspection of the Plugs. Upon agreement of the condition of the Plugs the Contractor must sign for the delivery and accept responsibility for the maintenance of the Plugs.

1.11 Maintenance of the Plugs to the standard set out in the Plug Plant Care Guidelines (Appendix 2) is of paramount and material importance to the performance of the Works. Therefore, upon Delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the Plugs to the standard set out in the Plug Plant Care Guidelines. Breach of this obligation will be treated as a material breach and subject to the Liquidated Damages provisions at Section 1 Part C.

1.12 The maintenance of the condition of the Plugs includes, but is not limited to, watering (with rainwater as needed) and sheltered storage (either at Delivery Site or at the Works Site) and any other actions which in the opinion of a prudent contractor would be required (or which the Nominated Officer requires) to maintain the condition of the Plugs.

1.13 The Contractor shall provide with its Tender a brief Method Statement detailing provision for the maintenance of the condition of the Plugs following Delivery.

1.14 The Nominated Officer may inspect the Plugs at any time after the date of Delivery. In the event of any loss of Plugs the Nominated Officer shall, either replace such Plugs at the cost to the Contractor or reduce the Planting Costs to reflect the actual amount of Plugs being installed.

2. Sphagnum Clumps

2.1 The Authority will be supplying the Sphagnum Clumps through a separate Contract.

2.2 Sphagnum Clumps are larger than Plugs and are handful sized. Each Clump will weigh around 0.15kg and there will be 25 Clumps in a small polypropylene bag. There will be 25 woven bags in a dumpy bag.

2.3 Each dumpy bag will hold 625 Clumps. This is enough Sphagnum to plant over 1 hectare.

2.4 The dumpy bag must be located centrally in a suitable Planting Area.

2.5 The Sphagnum Clumps must then be planted in suitable areas within 1 hectare of the dumpy bag.
3. Transporting Plants to the Work Sites

3.1 It will be the Contractor’s responsibility to transport the Plants to the Works Sites
3.2 Details of permitted transportation of Plants will be detailed in each Works Plan. This may be by foot, helicopter or low ground pressure vehicle
3.3 Each Works plan will state whether or not ground vehicles are permitted on the Works Site(s). No vehicles (other than helicopters) are permitted on any Work Site unless otherwise permitted by the Nominated Officer.

4. Planting Specification

4.1 General specifications
4.1.1 Planting shall be in accordance with the Nominated Officer’s instructions.
4.1.2 MFFP use different mixes of plugs that are suitable for planting in slightly different areas, this will be made clear below in 4.1.3 and in accordance with the Nominated Officer’s instructions.
4.1.3 Plugs and Clumps should be planted in the areas identified on the Work Site Location maps.
4.1.4 Individual Locations of Plugs and Clumps planting are NOT identified on the Location Maps
4.1.5 Individual locations Planting shall be in accordance with the specifications below or will be agreed on the Works Site with the Nominated Officer prior to planting.

5. Dwarf Shrub Plug Planting Specifications – General

5.1 Planting shall be in accordance with the specifications below in accordance with the Nominated Officer’s instructions.
5.2 Dwarf Shrub Plug Plants must be planted within the Works Sites identified on the Works Site Location Maps which will be provided with each Works plan.
5.3 The planting density is approximately one plant per four square metres.
5.4 The different types of Plant require planting in specific areas to give the best chance of establishment. As such the Plants should be planted in accordance with the drawings in 5 or in accordance with the Nominated Officer’s instructions.
   5.4.1 Bilberry & Cloudberry should be planted on hagg tops
   5.4.2 Crowberry should be planted at the apex of, and around, slopes; and
   5.4.3 Cotton grasses should be planted on flatter, wetter areas such as peat pans, behind dams or along the waterline of gullies.

6. Sphagnum Planting Specifications – General

6.1 Sphagnum Plugs and Clumps should be planted on flatter, wetter areas such as cotton grass dominated bog and flushes or along the waterline of small gullies
6.2 Each Sphagnum Plug and Clump requires some shelter from wind and direct sunlight and therefore should be planted alongside or amongst other vegetation such as cotton grass.
6.3 Details of planting locations will be demonstrated to the Contractors on or before the Works Commencement Date.
6.4 Where there are gully blocks, there should be 4 Sphagnum Plugs or 2 Clumps planted behind each dam. Plant the plugs at the water’s edge in locations where the plugs sheltered from any significant water flow.
6.5 GPS locations of dams will be provided along with GPS outlines of general Planting Area.
7. **Planting Specification – Sphagnum Plugs**

Please follow Appendix 3-Illustrated guide to planting Sphagnum Plugs

7.1 The planting density for Sphagnum Plugs is approx. 1250 per hectare. The actual planting density will vary due to the amount of suitable planting areas within the hectare. The whole hectare should be surveyed for suitable planting areas and planted evenly in suitable areas.

7.2 It is expected that each person should plant 1200-1500 Sphagnum Plugs per day.

7.3 Unwrap the Bundle of Sphagnum Plugs until you reach the first loose Plug.

7.4 Gentle tease the Sphagnum Plug so it is no longer squashed and formed into mini bouquet.

7.5 Using your thumb, or appropriate tool, to gently push the Sphagnum Plug into the ground, ensuring the top of the Sphagnum Plug is just above ground level (approximately 1 cm proud of the surface); make sure that the plug is planted so that each sphagnum capitula (heads) are tight together.

7.6 If the ground is firm, use a dibber of 1 cm diameter to make a hole of the required depth and push the Plug in by hand.

7.7 Using your fingers, gently firm the soil around the Sphagnum Plug to ensure it is securely established in the ground.

8. **Planting Specification – Sphagnum Clumps**

8.1 The planting density for Sphagnum Clumps is approx. 625 per hectare. The actual planting density will vary due to the amount of suitable planting areas within the hectare.

8.2 The whole hectare should be surveyed for suitable planting areas and planted evenly in suitable areas.

8.3 It is expected that each person should plant 400 Sphagnum Clumps per day.

8.4 Take one handful / Sphagnum Clump from the bag.

8.5 Gently tease or squeeze the Sphagnum Clump into a bouquet shape.

8.6 Using your heel, a dibber or hand; make a depression in the ground. Make sure the depression goes through the vegetation into the peat.

8.7 Plant the Sphagnum Clump into the depression making sure the brown root-like part of the plants goes into the peat far enough that the upper parts of the plant are not lying flat on the peat, but are supported slightly proud of the peat surface; make sure that the plug is planted so that each sphagnum capitula (heads) are tight together.

8.8 Firm in the plant to ensure it is anchored into the peat properly.

9. **Dwarf shrub and Sphagnum plug planting methodology**

9.1 Using a dibber of 45 mm in diameter and 200 mm in length, make a hole in the peat that is 150 mm – 200 mm deep. The hole must be at least this deep to prevent the Plug Plants from being dislodged by frost heave.

9.2 Once the hole is made, remove the Plug Plant from the tray and remove the wrapping from the Plug Plant.

9.3 Tease the roots out from the compacted Plug Plant.

9.4 Place the Plug Plant in the hole. It is important to ensure that the base of the Plug Plant is firmly in contact with the base of the hole to ensure that there is no air gap around the roots.

9.5 Once the Plug Plant is firmly in place, the peat around the hole should be firmly heeled in round the plant.
10. **Work Sites**

10.1 Work Sites will be located throughout the South Pennines and Peak District within the next period of the Framework. Details of these sites will be made available in the Works Plan.

10.2 No vehicles are permitted on any Works Site unless specified in the Works Plan or otherwise agreed by the nominated officer.

10.3 Where applicable, the Authority has identified potential and known site hazard to which the Contractor should have due regard when producing their RAMS. Such information is for information purposes only and cannot be relied upon. The Contractor must make its own enquiries and assessment.

10.3.1 The Works Sites are at high altitude and may include waterlogged areas, deep peat and steep stream sides and channels.

10.3.2 The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware and have due regard to members of the public that may be present.

10.4 Work Sites must be planted at specific times of the year. Plants must either be planted in Autumn (1st September – 31st November) or Spring (1st March to 31st March).

10.5 Planting must not take place outside of these time frames unless agreed by the Nominated Officer.
11. Attendance by the contractor to the pre-contract meeting

11.1 The Contractor will be required to attend a pre-contract meeting with the Nominated Officer upon award of each Works package. This shall typically either be held at the Authority’s premises or at the Works Site.

12. Work log

12.1 The Contractor must provide the Nominated Officer with a Work log of the Works carried out each day (even if no Works are carried out on that day).

12.2 The Work log shall contain:
   12.2.1 The name of the relevant Site;
   12.2.2 Quantities of works undertaken
   12.2.3 Map(s) with a shaded area(s) showing the approximate location(s) of Works undertaken at the Site(s);
   12.2.4 The reason for any inactivity; and
   12.2.5 Brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).

12.3 The Work log should also include a “look-ahead” schedule confirming the work plan for the coming week.

12.4 The Nominated Officer shall provide the Contractor with a suitable template for the daily Work log. The Contractor may use their own format instead with the prior approval of the Nominated Officer.

The frequency and timing of when the Work log should be provided to the Nominated Officer will be specified at the pre-start meeting for each Works Package.
Part C Detailed Conditions

1. Price
   1.1 The rates set out in the Form of Tender and Itemised Costs ("The Price") shall be indicative only for the whole of the Framework Period (save for Package 1 which shall be the fixed). Save for agreed Contract Variations, the Price shall not be increased.

2. Timing of Project Delivery
   2.1 Target Works Commencement Date: 30th September 2020
   2.2 Anticipated Works delivery periods:
      1.2.1 Year 1 – October 2020 – March 2021
      1.2.2 Year 2 – September 2021 – March 2022
      1.2.3 Year 3 – September 2020 – March 2023
      1.2.4 Year 4 – September 2023 – September 2024
   2.3 All Works to be carried out at the direction if the Nominated Officer to coincide with other carefully timed contracts.
   2.4 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. In the event the Contractor is in breach of this provision (save where such breach arises wholly from the negligence of the Authority or its contractors) the Authority reserves the right to treat such breach as a material breach for the purposes of Section 1, Part C, Clause 8 (Liquidated damages).
   2.5 The Programme of Works will be notified to the successful Framework Contractor at each pre-contract meeting and shall form part of the Contract.
   2.6 The Authority may vary such Programme of Works on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 48 hours prior notice. Any such variation shall not be treated as a Contract Variation.

3. Restricted Dates
   3.1 Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
   3.2 The Contractor will be informed of the Restricted Dates at the pre contract meeting.
   3.3 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 damages, delay and expenses suffered or claimed by or against the Authority as a result in accordance with the Standard Conditions. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.
4. **Delivery Sites**

4.1 Deliveries may be made to anywhere in the Peak District & South Pennies Special Area of Conservation. See Map 1.

4.2 The Contractor must satisfy themselves that any vehicle that they have chosen for Deliveries can safely and properly access the Delivery Site(s).

4.3 The Authority will reject any Material delivered by the Contractor unless the Contractor has been issued with a Purchase Order instructing them to Supply and Deliver that Material to the relevant Delivery Site.

5. **Environment**

5.1 All the waste generated from the Plants supplied by the Contractor remains the responsibility of the Contractor.

6. **Health and Safety**

6.1 The Contractor will be responsible for Health and Safety during the course of the Contract. The Method Statements will need to be approved by the Nominated Officer. Method statements should include operational Risk 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.

6.2 Copies of Risk Assessments for all the Deliveries will be required prior to the Supply Commencement Date.

7. **Transport of Material**

7.1 The Contractor must provide its own Equipment suitable for movement and loading of all Materials for the Works.

7.2 When transporting Materials and Equipment to and from the Delivery Sites and within the Delivery Sites the Contractor will seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc).

7.3 The Contractor shall rectify all damage caused by access and use of the Works Sites promptly at his own expense and to the absolute satisfaction of the Nominated Officer.

7.4 The Work Sites are in Open Access land (pursuant to CRoW Act 2000) so the Contractor must be aware that members of the public may be present at the Site and take appropriate action.

7.5 No vehicles are permitted on any Work Site unless otherwise agreed by the Nominated Officer. Low-ground pressure vehicles may be permitted on further discussion.

7.6 The Nominated Officer must be informed 1 week prior to the delivery of Materials, Equipment and Machinery to inform stakeholders and Landowners.

7.7 On delivery of the Materials to the relevant Delivery, Works and/or Lift Site, the Materials are the responsibility of the Contractor, notwithstanding ownership of the Materials by the Authority.

7.8 In the event that the Materials are not transported to the Works Site then it is the responsibility of the Contractor to remove the Material from the Delivery and/or Lift Site as soon as practicably possible, and in any event within 15 days of Works Completion Date. The Contractor shall ensure that the Materials are removed to safe and secure storage.

7.9 The Contractor will provide signed delivery notes for Materials delivered to the Delivery Sites and/or Lift Sites to the Authority as a condition of the Contract.

7.10 The Contractor shall notify the Nominated Officer on an agreed day before each working week of:

7.10.1 The amount of planting Materials it shall arrange delivery of and when;

7.10.2 The Lift Sites to which the planting Materials shall be Delivered (if applicable);

and shall incorporate the requirements of the Nominated Officer.
8. **Transporting Materials to the Works Sites via airlift**

8.1 The Contractor will be responsible for identifying and delivering a safe method of transporting all Loads from the Lift Site to the Works Site and supply all Equipment and Machinery required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.

8.2 The Contractor will fasten and secure all Equipment to the loads required to transport the Loads from the Lift Site to the Works Site.

8.3 It is the Contractor’s responsibility to ensure that the method and any Equipment and Machinery used to transport loads is suitable and safe.

8.4 The Contractor will detail in their RAMS the means and methodology for the transport of the Materials and Marshalling the Lift/ Drop Sites. This must detail any Equipment or Machinery or airlifting equipment to be used and provide information on the safe working load or manufacturer’s specification.

8.5 Any amendments in the Method Statement must be agreed, in writing, by the Nominated Officer and a new Method Statement submitted by the Contractor.

8.6 Any loads deemed not suitable for transportation by the Contractor MUST NOT be transported and must be indicated to the Nominated Officer at the end of the working day.

8.7 When transporting Materials, Equipment and Machinery to and from the Delivery, Lift and Works Sites and within the Sites the Contractor will seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc.).

8.8 Removal of Equipment and Machinery from the Works Sites shall remain the responsibility and liability of the Contractor.

8.9 Equipment and Machinery movement on the Works Sites should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date.

8.10 Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach Work Sites.

9. **Liquidated Damages**

9.1 This Contract consists of one element of a much larger project involving a number of contracts for the delivery of goods and the provision of services. If the Contractor fails to 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.

9.2 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. Defects Liability
10.1 The Defects Liability Period in respect of the Works shall be set out in the Agreement Particulars.
10.2 The Authority has the right at any time during the delivery of the Material, and the Defects Liability Period, to inspect the Material, make representations and require remediation in accordance with the Standard Conditions.

11. Insurance
11.1 The Contractor (and any sub-contractors) shall be required to maintain and provide evidence of insurance in accordance with the Standard Conditions in the sum of £5,000,000 (five million pounds) or if helicopters are used £10,000,000 (ten million pounds).
11.2 A copy of the insurance certificate must be included within the Tender.

12. Marshalling of helicopters
12.1 The Contractor is responsible for Marshalling helicopter operations at the Lift Sites and Drop Sites including Marshalling members of the public and will provide sufficient personnel to do this.
12.2 The Authority at its option may remove the responsibility for marshalling members of the public at the Lift Sites from the Contractor and provide Authority staff for marshalling.

13. Aerial transport of personnel
13.1 Task Specialist aerial transport
13.1.1 It may be necessary to aerially transport personnel associated with the works.
13.1.2 Employees of the Contractor or sub-contractor or MFFP must not be flown to Site in an aircraft unless that aircraft is being operated in conjunction with a valid Part SPO.
13.1.3 The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.

13.2 Public transport flying (aoc)
13.2.1 It may be necessary to conduct public transport flying. All public to be lifted onto Sites must be briefed by the Contractor.
13.2.2 Pilots must have a Commercial Pilots Licence.
13.2.3 The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines.
13.2.4 The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.

14. Aerial Transport Conditions
14.1 Downtime Expenses will be paid for whole of 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).
14.2 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.
14.3 The suitability of flying conditions for whatever reason remains with the Contractor or Sub-Contractor undertaking the aerial work.
14.4 The Contractor or sub-contractor undertaking the Aerial Transport must undertake such works on every day of the Contract Period from the Works Commencement Date subject to:-

14.4.1 Availability of Materials for Aerial Transport at the Lift Site;
14.4.2 Suitable weather conditions;
14.4.3 Health and safety considerations.

15. Quality of Works
15.1 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.

15.2 The Authority expects the Site Foreman to be responsible for the quality of the delivery of the Contract.

15.3 The Authority may check the quality of the Materials at the Delivery Site or Lift Site. If the quality of the Materials is not ensuing to the Specification then the cost of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues will be the responsibility of the Contractor.

15.4 The Authority may check the quality of the work at the Works Sites. If the quality of the work is not ensuing to the specification in this Section then the cost of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues will be the responsibility of the Contractor.

15.5 Such additional Site visits will be charged to the Contractor at a rate reflecting the reasonable costs incurred by the Authority.

16. Environmental requirements
16.1 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.

16.2 The Contractor shall not damage or permit damage of any areas allocated for the Sites, and Access Tracks. 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.

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

16.4 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.

16.5 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.

16.6 Removal of Waste Materials and any other Materials from the Sites, Access Tracks remain the responsibility of the Contractor. For the purposes of this clause only all Stone in relation to the Works shall not be treated as Waste Materials. The removal of Stone is dealt with pursuant to Clause 19 of this Section.
17. Invoices

17.1 Where requested on the Purchase Order the Contractor must include the wording “This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) “MoorLIFE 2020” on their Invoice as part of the MoorLIFE 2020 Project funding. Failure to do so will result in a request by the Authority for a re-submitted invoice with the correct reference wording on it. This may delay payment.

17.2 All Invoices received by the Authority must include the PDNPA Purchase Order number on the Invoice. Failure to do so will result in a request by the Authority for a re-submitted invoice with the PO number on it. This may delay payment.

17.3 All Invoices received by the Authority must only relate to the Purchase Order sent out by the Authority. Contractors must not combine Purchase Order numbers into a single Invoice. If this does occur then the Authority will return the Invoice/Invoices to Contractor and ask for them to be re-submitted. This may delay payment.

18. Communications and Marketing

18.1 Any works for the Authority may be included in promotional material released by the Authority.

18.2 By accepting an Authority Purchase Order the Contractor is consenting to use their company image, branding and equipment for the use of publicity and marketing by the Authority.

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

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

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

18.6 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.

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

19. MoorLIFE 2020

19.1 This Tender relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) “Moor LIFE 2020”.
20. Geographic Information Systems (GIS)

20.1 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.

20.2 The Tenderer must specify with their tender return, their GPS Co-ordinate requirements.

20.3 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.

20.4 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.

20.4.1 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.

20.4.2 The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to their satisfaction.

20.4.3 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.

20.5 Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.

20.5.1 Moors for the Future prefer that the GIS Information be sent in MapInfo format with British Projection (BNG EPSG: 27700).

20.5.2 The Contractor may send the GIS Information in an alternative format but they must state the projection used.

20.5.3 The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software.

20.5.4 No Works will be signed off as completed until the above information has been received by Moors for the Future.

20.5.5 De-personalised information on their home addresses (first three digits of postcode).
**Part D Itemised Costs:**

**Framework:**
Please fill in the attached Part D Itemised costs spreadsheet – using the ‘Framework’ tab and return with your tender as both an electronic and excel spreadsheet and pdf.

**Itemised Costs: Lot 1**
Please fill in the attached Part D Itemised Costs spreadsheet in the ‘Lot 1’ tab and return with your tender as both an electronic excel spreadsheet and a pdf.

**Itemised Costs: Lot 2**
Please fill in the attached Part D Itemised Costs spreadsheet in the ‘Lot 2’ tab and return with your tender as both an electronic excel spreadsheet and a pdf.

Airlifting may be the only consented transport for plugs however it may be possible to track **Common Cotton Grass** roles from the track. Please put costs in for ‘Airlift Only’ and ‘Airlift & Tracking’ in case consent is granted for tracking Common Cotton Grass.
Section 2: Instructions on submitting a tender

Tender submission requirements and conditions of tender (works)

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

Framework tenders will be evaluated against the provision of these items as set out in Clause 10.5 and summarised below.

- Price (70% of the total score value);
- Quality criteria (30% of the total score value): Provision of supporting information outlining the tenderers previous relevant experience and a methodology detailing how the tenderer will meet the Contract Objectives and Specifications.

Lot 1 and 2 will be evaluated against the provision of these items as set out in Clause 10.5 and summarised below.

- Price (70% of the total score value);
- Quality criteria (30% of the total score value): Provision of supporting information outlining the tenderers previous relevant experience and a methodology detailing how the tenderer will meet the Contract Objectives and Specifications.

☐ Part D Itemised Costs spreadsheet xls and pdf
☐ Appendix 7 Form of Tender
☐ Appendix 8 Tender questionnaire
☐ Appendix 9 Non-collusive tendering certificate
☐ Proof of insurance requested in Section 3
☐ Evidence of previous experience of sphagnum planting (see Tender Questionnaire)
☐ Methodology for the delivery of Lot 1 and 2 detailing how the Contract Objectives and Specification in Section 1 will be met.

2. Framework Agreement
a. This Invitation to Tender is for a Framework Agreement. This means that, after evaluation of Forms of Tenders, the Authority will appoint Framework Contractors to perform the Works in whole or in part throughout the Framework Period on the basis of the Tender Documentation and the Form of Tender.
b. Tenderers will be notified of their selection as Framework Contractors by the Nominated Officer.
c. Framework process:
i. The Authority shall be entitled from time to time to request the performance of any Works from the Framework Contractor as set out in the request and the timescale for a response to the request (acting reasonably);

ii. Where the Price for the Works is confirmed in the Form of Tender, the Framework Contractor shall respond to the request by either:
   1. Confirming that it is not able to perform the Works; or
   2. Confirming that the Price for the Works in accordance with Framework Contractor’s Form of Tender and Itemised Costs:

iii. If the Price is acceptable to the Authority, the Authority and the Framework Contractor shall enter into a Contract for the Works for the Price in the Form of the Agreement annexed to the Invitation to Tender.

iv. Where the Price is not known, the Authority will hold a mini-competition between at least three Framework Contractors in accordance with the Authority’s Standing Orders. These Framework Contractors will be provided with a Works Plan for the relevant Works Site including information on the Works Sites, quantities of Materials and access routes and distances. The Framework Contractors shall respond to the request by either:
   1. Confirming that it is not able to perform the Works; or
   2. Providing a Price for the Works; within the requested timescale.

v. The Authority shall evaluate in accordance with this Section and shall confirm any additional evaluation criteria or weighting at the time of the mini-competition.

vi. Following the evaluation, the Authority shall notify the Framework Contractor it has been successful and the Framework Contractor shall enter into a Contract for the Works for the Price tendered.

vii. Either party may require the removal of the Framework Contractor from the Framework Agreement at any time by giving written notice to the other.

viii. On the termination of the Framework Agreement with a Framework Contractor, each contract with a Framework Contractor in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such contract, unless earlier termination in accordance with the terms of such Contract.

3. Tenderers to visit
Tenderers may 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.

4. 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.

5. 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.

   5.1. Any queries concerning the information contained in this specification should be sent to: Katy Thorpe
5.2. 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.

5.3. 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.

6. 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.

7. 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.

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

9. Tendering procedure and submission requirements
9.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON Thursday 10th September 2020.**

9.2. Tenders **must be submitted by email** in accordance with the instructions below.

9.3. 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.

9.4. 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.

9.5. The Tender shall be made on the Form of Tender at Appendix 7. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

9.5.1. Acceptance of terms and conditions of contract at Section 3.

9.5.2. Tender Questionnaire at Appendix 8 fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein
9.5.3. Non-collusive tendering certificate at Appendix 9 signed on behalf of the Tenderer and submitted to us in pdf format;
9.5.4. Analysis of resources;
9.5.5. Itemised costs as detailed within Section 1 Part D;
9.5.6. Details of any part of the Works to be sub-contracted;
9.5.7. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
9.5.8. Any other information requested in the ITT.

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

<table>
<thead>
<tr>
<th>Tenders must be submitted by email to <a href="mailto:Tenders@peakdistrict.gov.uk">Tenders@peakdistrict.gov.uk</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>By 1700 ON Thursday 10th September 2020 (the Tender Return Date)</td>
</tr>
<tr>
<td>The following, and only the following, must be used in the subject line:</td>
</tr>
<tr>
<td>REF: MFF 114 2020-2024 Tender</td>
</tr>
<tr>
<td>All attachments must be in pdf form</td>
</tr>
<tr>
<td>No information must be included in the covering email apart from the identity of the sender and a list of attachments</td>
</tr>
</tbody>
</table>

9.7. A decision on which Tenderer to award the contract is expected to be made during the week following tender return.
9.8. 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.
9.9. 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.
9.10. No tender received after the deadline for receipt of tenders stipulated above shall be considered under any circumstances.
9.11. 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.
9.12. The successful Tenderer will be required to enter into the Form of Contract to be provided at each mini competition.
9.13. Qualified tenders are not permitted and will be rejected.
9.14. 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.

10. Basis of Tender
10.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
10.2. 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.
10.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.

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

11. Sub-contracting

11.1. 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.

12. Tender Evaluation

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

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

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

**Framework tenders**

1. Price (70% of the total score value);
   - 70 x (Lowest Tender Price)÷(Tenderer X's Price)

2. Quality criteria (30% of the total score value):
   - 30% Provision of supporting information outlining the tenderers previous relevant experience and a methodology detailing how the tenderer will meet the Contract Objectives and Specifications.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>70%</td>
<td>70 x (Lowest Tender Price)÷(Tenderer X's Price)</td>
</tr>
<tr>
<td>Quality Criteria 1</td>
<td>30%</td>
<td>6 x score (see table below)</td>
</tr>
</tbody>
</table>

**Lot 1 and 2**

1. Price (70% of the total score value);
   - 70 x (Lowest Tender Price)÷(Tenderer X's Price)

2. Quality criteria (30% of the total score value):
• 30% Provision of supporting information outlining the tenderers previous relevant experience and a methodology detailing how the tenderer will meet the Contract Objectives and Specifications.

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<tr>
<th>Criteria</th>
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<th>Evaluation Criteria</th>
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</thead>
<tbody>
<tr>
<td>Price</td>
<td>70%</td>
<td>$70 \times \text{(Lowest Tender Price)} / \text{(Tenderer X's Price)}$</td>
</tr>
<tr>
<td>Quality Criteria 1</td>
<td>30%</td>
<td>$6 \times \text{score (see table below)}$</td>
</tr>
</tbody>
</table>

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

0  The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.

1  There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer’s experience and capability.

2  The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer’s experience and capability.

3  The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer’s experience and capability.

4  The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a good level of confidence in the Tenderer’s experience and capability.

5  As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and/or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer’s experience and capability.

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.

13. Award of Contract

13.1. The successful Tenderer will be required to promptly execute and return to the Authority the Contract in the form of contract included with this ITT together with any agreed derogations and until such execution the successful Tenderer together with the Authority’s written acceptance shall constitute the Contract.
14. Obligations
   14.1. 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.

15. 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.

16. 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.

17. 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

Definitions

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

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

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

“Authority” means the Peak District National Park Authority

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

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

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

“Daily Log” means an electronic or written report if required in the Specification

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

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

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

“Drop Site” means any areas to which the Materials or part are to be dropped by helicopter pursuant to the Specification and (if applicable) identified on the Location Maps

“Detailed Conditions” means the conditions contained at Section 1

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

“Equipment and Machinery” means vehicles, machinery, plant tools and all other associated items required for the proper performance of the Works

“Form of Tender” means the tender return form at Section 1

“Supervisor” 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, pandemic, 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 any 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 all materials utilised by the Contractor in delivering the Works (whether or not supplied by the Authority or the Contractor pursuant to the Contract)

“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 I 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 the works set out and 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

Interpretation

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. 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.

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.
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 wither of the parties of any rate under this Contract shall restrict if prejudice the exercise of any other right granted by this Contract or other otherwise available to it.

5. 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.

Standard Conditions

1. The Nominated Officer
   a. 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. DEFRA Statutory Guidance “ Waste duty of care: code of practice”
   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 2002 (COSHH)
      ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
      iii. Control of Pesticides Regulations 1986 (as amended 1997).
c. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statutes are not to be harmed or their habitat damaged. Nesting birds are not to be disturbed and are to be reported immediately to the Nominated Officer.

d. 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).

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

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

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Waste (England and Wales) Regulations 2011. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).

n. The Contractor must comply with the Control of Noise at Work Regulations 2005. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

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. 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").

e. 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.

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

g. 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.

h. 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.

i. 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.

j. 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).

k. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

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

m. 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.

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

o. 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.

p. 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 and relevant Health & Safety Guidance (HSG47 or any replacement from time to time);

q. Excavations must be covered when unattended;
   i. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
   ii. If over 1m in depth and in existence for less than 1 week: be cordoned off;
   iii. If over 1m in depth and in existence for more than 1 week: be barriered. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.

t. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.

u. 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).

w. 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).

x. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

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

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

10. Variation of Contract
   a. Without prejudice to any other of the Conditions a Contract Variation shall not be valid or of any effect unless it is agreed pursuant to this clause and confirmed in writing (including e-mail) by the Nominated Officer and the duly authorised agent or representative of the Contractor. Contract Variations for which there is no written confirmation are not authorised and will not be paid for under any circumstances. No other variations to the Contract shall be accepted by the Authority.
   b. The Nominated Officer may request any Contract Variation that are in his opinion necessary or desirable for the most efficient performance of the Contract.
   c. Upon receipt of the request for a Contract Variation the Contractor shall calculate the additional cost (if any) of incorporating the Contract Variation into the Works and shall as soon as practicable provide details of such sum (in writing) to the Authority (“the Contract Variation Sum”) together with an indication of whether the proposed Contract Variation shall cause any delay on the Programme of Works.
   d. If the Contract Variation Sum is agreed by the Authority the Contract Variation shall be recorded in writing and shall form a part of the Works.
   e. Where in the absolute opinion of the Nominated Officer a written Contract Variation is impossible or impractical the Nominated Officer may give such order verbally but shall confirm it in writing to the Contractor as soon as practicable after the event and in any case within 48 hours of the Contract Variation.
   f. No Contract Variation in accordance with this clause shall in any way vitiate or invalidate the Contract but the Contract Variation Sum (if any) shall be taken into account in ascertaining the amount of the Payments (if any).
11. Payment and Invoices
   a. On completion of the Contract (or any phase of the Contract) pursuant to a Purchase Order form and provided that the Contractor shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Nominated Officer the Contractor may submit to the Nominated Officer an invoice ('Invoice') for the sum due to him in respect of that Purchase Order form.
   b. Within thirty (30) days of the receipt of the Invoice (unless the Nominated Officer shall disagree with the amount claimed or require further information) the Nominated Officer shall (subject to being satisfied as to the performance and standard of the Contractor’s work) certify that the Invoice is correct for payment and shall procure payment to the Contractor of the amount so certified.
   c. Provisions for phasing of Payments (if any) shall be included in the Contract.

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

13. 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:
      i. To the Authority and to any of their employees;
      ii. To the employees of the Contractor;
      iii. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
   b. In respect of the replacement of the Works.
      i. 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).
   c. 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.
   d. 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.
   e. 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).

14. 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.
15. Liability of the Contractor

a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act, neglect, default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
   i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
   ii. any and all proceedings, demands, penalties, statutory charges and fines;
   iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, claims, demands or causes of action resulting therefrom;
   iv. in each case to the extent arising out the Contractor’s or any of its sub-contractors’ breach or failure in performance of the Contractor’s obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees.

b. 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 or criminal damage 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.

16. 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.

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

19. 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 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 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:

d. The Contractor shall forthwith cease to perform the Works;
   i. (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:
      ii. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
      iii. 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.

e. 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.

f. 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.

g. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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
b. 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.
25. 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.

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

27. Stamp Duty and Professional Fees
   a. 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.

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

29. Whole Contract
   a. 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.

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

31. Rights and Duties Reserved
   a. 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.

32. 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. The Contractor and Authority will comply with their respective obligations under the General Data Protection Regulations and the Data Protection Act 2018.

f. 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, upon request, demonstrate to the reasonable satisfaction of the Authority the security and related organisational measures operated by the supplier and as applied to the Contract;

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

33. Freedom of Information and Transparency

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

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

34. 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.
35. **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.

36. **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.

37. **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:
   c. “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:-
   d. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
   e. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
   f. 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.
   g. 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);
   h. Consultation of the National Heritage List for England at https://historicengland.org.uk/listing/the-list/; and
   i. Consultation of the Peak District National Park Authority archaeological department.
   ii. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
   i. 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.

38. **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.

39. Equality

a. The Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
   i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
   ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
   iii. Foster good relations between people who share a protected characteristic and those who do not.

b. The Authority's Equalities Policy and Action Plan is available on its website. The Supplier shall not unlawfully discriminate in any way which is in conflict with that policy, and shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

40. 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 berecorded 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.

41. 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.

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

d. The following information may be requested from the Contractor:
   i. Type/status of business (e.g. sole trader, partnership, limited company, social enterprise, cooperative, charity)
   ii. Business size (number of employees and types of contracts)
   iii. Number of years trading
   iv. Registered address.
   v. Number of people employed by contractors and partners in the delivery of the project actions
   vi. Number of years employed by the enterprise at start of contract
   vii. The length and type of employment contracts of people working on the contract
   viii. De-personalised information on their home addresses (first three digits of postcode).
42. **COVID-19**

a. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for the Works.

b. The Contractor shall cease the Works upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in the opinion of the Authority, frustrates the Works. Recommencement of the Works shall be on the basis set out in this clause and any other reasonable requirements of the Authority.

c. If the Contractor, or its subcontractors, fails to observe or becomes aware of any failure to observe Covid-19 site operating procedures, the Contractor shall immediately cease the Works and inform the Authority of the date, nature and duration of the breach. The Works shall not recommence until such time as the Authority is satisfied that the Contractor has instituted appropriate procedures to ensure that the breach is remedied and not repeated.

d. A breach of this clause shall be treated as material breach of contract.

e. Any costs of impact on the programme of works resulting from Covid-19 (save for any resulting from a breach of this provision) will be agreed between the Authority and the Contractor and shall be treated as a Contract Variation.
Map 1. Working Areas
Appendix I Lot I Works Packages

Part A Contract Objectives

1. Contract Objectives

1.1 The objective of this Contract is the planting of *Sphagnum* plugs.
1.2 Liaise with the Authority’s Supplier about delivery of plants to the chosen Delivery Site (yard or other storage facility).
1.3 Take delivery of, store appropriately and care for Plants during the Works Period.
1.4 Transport Plants from Delivery Site to Works Site as needed.
1.5 Plant *Sphagnum* plants on Work Sites between 17th September 2020 and 31st March 2021 in accordance with Specifications (see Appendix 4).
1.6 Remove all waste materials from site.
1.7 Provide a GPS record of the areas planted with Sphagnum plugs to the Authority upon completion.
1.8 Production of and adherence to all health and safety material for the delivery of the Works including the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £5,000,000 (five million pounds) or if helicopters are used £10,000,000 (ten million pounds).
1.9 Clear communication with the Authority prior to and during the course of the Works.

Part B Works Specification

1. Works Packages

1.1 There are Twelve works packages. Table 1 shows the Twelve works packages.
1.2 Works packages are likely to be awarded independently to separate contractors, please price packages independently.
1.3 Contractors may tender for all aspects if they wish.
1.4 Works and Material specifications can be found in Appendix 4.

<table>
<thead>
<tr>
<th>Package</th>
<th>Site</th>
<th>Hectares (approx.)</th>
<th>Number of plugs</th>
<th>Planting start date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Turley Holes and Langfield</td>
<td>55</td>
<td>69000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>2</td>
<td>Rishworth</td>
<td>35</td>
<td>40250</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>3</td>
<td>Moss Moor</td>
<td>25</td>
<td>28750</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>4</td>
<td>Ashop</td>
<td>61</td>
<td>70000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>5</td>
<td>Close Moss</td>
<td>61</td>
<td>70000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>6</td>
<td>Soyland</td>
<td>45</td>
<td>51000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>7</td>
<td>Alport</td>
<td>61</td>
<td>70000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>8</td>
<td>Ronksley</td>
<td>48</td>
<td>55000</td>
<td>17/09/2020</td>
</tr>
<tr>
<td>9</td>
<td>Ilkley</td>
<td>61</td>
<td>70000</td>
<td>01/03/2021</td>
</tr>
<tr>
<td>10</td>
<td>Roaches</td>
<td>37</td>
<td>42250</td>
<td>01/03/2021</td>
</tr>
<tr>
<td>11</td>
<td>Bradfield</td>
<td>45</td>
<td>51750</td>
<td>01/03/2021</td>
</tr>
<tr>
<td>12</td>
<td>Cupwith</td>
<td>6</td>
<td>69000</td>
<td>01/03/2021</td>
</tr>
</tbody>
</table>

Table 1. Overview of Works Packages
Map 2. Location overview of Lot 1: Packages 1-12
Package 1 Turley Holes (Turley Holes) and Langfield

1. Work Details

<table>
<thead>
<tr>
<th>Approximate Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>Chunky</td>
<td>69000</td>
<td>1150 - 4600</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

**Start Date:** 17th September 2020  
**Finish Date:** 31st March 2021

**Description of Location:** Moorland to the east of Todmorden and west of Crag Vale, near Mytholmeroyd.

**Density:**  
Turley Holes should have Sphagnum plugs planted at a density of 1150 per ha. Some plugs will be planted into heather cuts, locations to be confirmed.

Langfield should have Sphagnum plugs planted at a density of 1150 per ha apart from an area of 0.1ha which will be planted at a density of 4600 per ha. Some plugs should be planted into heather cuts. Locations for these requirements are to be confirmed.

**Public Rights of Way / Footpaths:** There are several footpaths and The Pennine Way running through the area, none running directly through the Works area.

**SSSI:** Yes

3. Works Site Details

**Work Site Name:** Turley Holes and Langfield  
**Work Site Grid Ref:** SD 97069 21394

**Description of location:** The work area is under a kilometre north of White Holme Reservoir on the highest part of the hill. The border between Langfield Common and Turley Holes/Turley Holes runs through the work area from north-east to south-west. A footpath and The Pennine Way encircle the work areas.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Work Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present at the Site. See Location Map.

**Access restrictions:** Contractor access us to be restricted to daylight hours only during the Contract Period.

**Hazards associated with the Works Site:** The Works Site is on open Moorland at a high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Works Site is on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.
Location Map: Turley Holes and Langfield

Scale: 1:10,000

Moors for the Future Partnership
The Moorland Centre
Poulton
Halifax
West Yorkshire
S27 9UG
Tel: 01422 842298
Email: mofp@mofpfuture.org.uk
www.mofpfuture.org.uk

0.1 ha dense plug planting
Sphagnum plug planting
Site boundary
Package 2 Rishworth

1. Work Details

<table>
<thead>
<tr>
<th>Approximate Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Chunky</td>
<td>40250</td>
<td>1150</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

Start date: 17th September 2020
Finish date: 31st March 2021

2. Works Site Details

**Works Site Name:** Rishworth Moor  
**Works Site Grid Reference:** SD 97759 16260

**Description of location:** There are seven locations designated for sphagnum planting on this Package, please see Location Map. The A672 is the south-west boundary of the Work Areas and the Pennine Way marks the western boundary and The Old Packhorse Road (footpath) is the northern edge of the work area.

The Work Sites are at high altitude on open moorland and may include waterlogged areas, deep gullies and stream channels. The Work Sites are on Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present at the Site. See Location Map.

**Access Restrictions:** Contractor Access is to be restricted to daylight hours only during the Contract period.

**Specified Access Points:** to be confirmed at pre-start meeting with the appointed Contractor.

**Public Rights of Way/Footpaths:**
There are public footpaths near to several of the Work Sites and a Yorkshire Water Access track also. None of these footpaths directly intersect with the Works sites but this area is open access land.

**Hazards Associated with the Works Site:** The works Sites are on open Moorland at a high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access Land (pursuant with CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes
## Package 3 Moss Moor

### 1. Work Details

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Chunky</td>
<td>28750</td>
<td>1150</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

**Start Date:** 17th September 2020  
**Finish Date:** 31st March 2021

### 2. Work Site Details

**Work Site Name:** Moss Moor

**Work Site Grid Reference:** SD 99711 12491

**Description of location:** Approximately 1km south of junction 22 of the M62. The Works Site is an area near the source of the tributaries of Linsgraeve Clough and the southern border is marked by a footpath.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See **Location Map**.

**Access restrictions:** Contractor access is to be restricted to daylight house only during the Contract Period.

**Specific Access Points:** To be confirmed at a pre-start meeting with the appointed Contractor.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

**Public Rights of Way/Footpaths:** There are public footpaths and The Pennine Way which are located on this moorland near to the Works Site. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

**Livestock:** There may be sheep on this site.

**Hazards associated with the Works Site:** The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes
Package 4: Ashop

1. Work Details

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
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<tr>
<td>61</td>
<td>Mixed types</td>
<td>70000</td>
<td>1150 - 4600</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Ashop Moor

Work Site Grid Reference: SK 08777 92127

Description of location: Ashop Moor is located to the South-east of Glossop and can be easily accessed from the Snake Pass (A57) where the Pennine Way crosses this road. The Work Site is on the southern side of the A57.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

The timing of works maybe affected by the seasonal grouse shoot on Ashop Moor between August and December.

There are two small MFFP exclusion areas. Information will be given by the Nominated Officer to the Contractor prior to commencement of Works.

Specific Access Points: Contractors are able to access the site from Snake Pass (A57) where there is a layby near to the Pennine Way which forms the northern border of the Works Site.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works). Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths and The Pennine Way which are located on this moorland near to the Works Site. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

Livestock: There may be sheep on this site.

Hazards associated with the Works Site: The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the...
appropriate action. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes

**Other:** Locations of densely planted sphagnum to be confirmed with Nominated Officer at a later date.
Location Map: Ashop
Package 5 Close Moss

1. Work Details:

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Mixed types</td>
<td>70000</td>
<td>1150</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Close Moss Moor

Work Site Grid Reference: SE 00931 11193

Description of location: Two Work Sites areas are within Buckstones Moss, north of the A640. The third work area is on Close Moss to the south of the A640.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

Specific Access Points: The main access points from the A640 are at Buckstones Car Park, Buckstones Quarry (SE 00434 13331). Access to the south of the site is via Haigh Gutter (SE0022412298) and the A62 near the Carriage House Inn (SE0281010299).

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths and The Pennine Way running through these Moorland sites, some of which run beside two work areas.

Livestock: There maybe sheep present around the Work Sites.

Hazards associated with the Works Site: The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. The Pennine Way can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes
Location Map: Close Moss

[Map showing the location of Close Moss with planting areas highlighted]
Package 6 Soyland

1. Work Details:

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Mixed types</td>
<td>51000</td>
<td>1150</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

2. Work Site Details

**Work Site Name:** Soyland Moor

**Work Site Grid Reference:** SE 00931 11193

**Description of location:** There are ten work areas on Soyland Moor. The site is located on the eastern side of the junction between the A58 and B6138. The work areas are located on both the north and south of the A58.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

**Access restrictions:** Contractor access is to be restricted to daylight house only during the Contract Period.

**Specific Access Points:** There are access points from laybys on the A58 and B6138.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

**Public Rights of Way/Footpaths:** There are public footpaths running through Soyland Moor, some of which run beside work areas.

**Livestock:** There maybe sheep present around the Work Sites.

**Hazards associated with the Works Site:** The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes
Package 7 Alport

1. Work Details:

<table>
<thead>
<tr>
<th>Approximate area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Mixed types</td>
<td>70000</td>
<td>1150 – 4600</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Alport Moor

Work Site Grid Reference: SK 12097 91800

Description of location: There are three work areas within Alport Moor for this Package. Alport Moor is located to the South-east of Glossop and can be accessed easily from The Snake Pass.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Work Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight hours only during the Contract Period.

The timing of works may be affected by the seasonal grouse shoot on Alport Moor between August and December.

Specific Access Points: The Snake Pass has laybys where The Pennine Way crosses this road. Alternately,

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works). Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths running through Alport Moor, some of which run beside work areas.

Livestock: There may be sheep present around the Work Sites.

Hazards associated with the Works Site: The Work Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes
**Other:** Locations of densely planted sphagnum to be confirmed with Nominated Officer at a later date.

**Location Map: Alport**
Package 8 Ronksley

1. Work Details:

<table>
<thead>
<tr>
<th>Approximate area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Mixed types</td>
<td>55000</td>
<td>1150 – 4600</td>
<td>17/09/2020</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Ronksley Moor

Work Site Grid Reference: SK 14943 94143

Description of location: The Sphagnum planting for this Package is in one area on the moor to the north-west of Howden Reservoir. The Forestry Commission have tracks running around the dam and may provide suitable access.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Work Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

The timing of works maybe affected by the seasonal grouse shoot on Ronksley Moor between August and December.

Specific Access Points: Track around Howden Reservoir is the nearest access point and may be suitable for these Works. Alternatively, a footpath runs to the far west of the moor.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths running through Ronksley Moor.

Livestock: There maybe sheep present around the Work Sites.

Hazards associated with the Works Site: The Work Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes
Location Map: Ronksley
Package 9 Ilkley

1. Work Details:

<table>
<thead>
<tr>
<th>Approximate area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
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<tr>
<td>61</td>
<td>Chunky</td>
<td>70000</td>
<td>1150</td>
<td>01/03/2021</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Ilkley Moor

Work Site Grid Reference: SE 09628 46068

Description of location: The Sphagnum planting for this Package is in three areas approximately 1km south of Ilkley town.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

Specific Access Points: Keighley Road runs through the wider site, to the east of the work areas and might be suitable for these works.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths running through Ilkley Moor, some of which run near work areas.

Livestock: There maybe sheep present around the Work Sites.

Hazards associated with the Works Site: The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes

Other: Locations of densely planted sphagnum to be confirmed with Nominated Officer at a later date.
Location Map: Ilkley
**Package 10 Roaches**

1. **Work Details:**

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
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<tbody>
<tr>
<td>37</td>
<td>Chunky</td>
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<td>01/03/2021</td>
</tr>
</tbody>
</table>

2. **Work Site Details**

**Work Site Name:** The Roaches

**Work Site Grid Reference:** SJ 99989 64383

**Description of location:** The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

**Access restrictions:** Contractor access is to be restricted to daylight house only during the Contract Period.

**Specific access points:** Access to be confirmed at pre-start meeting prior to Works start date.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

**Public Rights of Way/Footpaths:** There are public footpaths running through The Roaches, some of which run beside work areas.

**Livestock:** There maybe sheep present around the Work Sites.

**Hazards associated with the Works Site:** The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes
Location Map: Roaches
Package 11 Bradfield

1. Work Details:

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Chunky</td>
<td>51750</td>
<td>1150</td>
<td>01/03/2021</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Bradfield Moor

Work Site Grid Reference: SK 21950 92586

Description of location:
The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

Specific access points: Access to be confirmed at pre-start meeting prior to Works start date.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works). Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths running through Bradfield Moor, some of which run near work areas.

Livestock: There maybe sheep present around the Work Sites.

Hazards associated with the Works Site: The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes
Location Map: Bradfield
Package 12 Cupwith

1. Work Details:

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Chunky</td>
<td>6900</td>
<td>1150</td>
<td>01/03/2021</td>
</tr>
</tbody>
</table>

2. Work Site Details

Work Site Name: Cupwith Moor

Work Site Grid Reference: SE 03910 13908

Description of location: South of the A640, the Work Site is around the southern end of Cupwith Reservoir.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

Access restrictions: Contractor access is to be restricted to daylight house only during the Contract Period.

Specific access points: The work area is on the south of the A640 which has laybys and a bridle way (Kirklees Way) directly to the work area.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

Public Rights of Way/Footpaths: There are public footpaths running through Cupwith Moor, some of which run beside work areas.

Livestock: There maybe sheep present around the Work Sites.

Hazards associated with the Works Site: The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

SSSI: Yes
Appendix 2 Lot 2
Package 1: Dove Stone

Part A Contract Objectives

1. Contract Objectives
   1.1 The objective of this Contract is the care, transport and planting of Common Cotton Grass, Bilberry, Crowberry and Cross-leafed Heath plugs.
   1.2 1a. Includes the Airlift, Airlift and Tracking of all plugs to Dove Stone, Arnfield.
       1b. Includes the Airlift and Airlift & Tracking of all plug plants onto Dove Stone, Rakes Moss (Crowden) as precise locations are to be confirmed, please tender for all elements of this Package.
   1.3 Liaise with the Authority’s Supplier about delivery of plants to the chosen Delivery Site (yard or other storage facility).
   1.4 Take delivery of, store appropriately and care for Plants during the Works Period.
   1.5 Transport Plants from Delivery Site to Works Site as needed.
   1.6 Plant plug plants on Work Sites between 1st March 2021 and 31st March 2021 in accordance with Specifications (see Appendix 6).
   1.7 Remove all waste materials from site
   1.8 Provide a GPS record of the areas planted with Sphagnum plugs to the Authority upon completion.
   1.9 Production of and adherence to all health and safety material for the delivery of the Works including the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £5,000,000 (five million pounds) or if helicopters are used £10,000,000 (ten million pounds).
   1.10 Clear communication with the Authority prior to and during the course of the Works.

Part B Works Specification

1. Works Packages
   1.1 There is one works package. Table 2 shows this work package.
   1.2 Works packages are likely to be awarded independently to separate contractors, please price packages independently.
   1.3 Contractors may tender for all aspects if they wish.
   1.4 Works and Material specifications can be found in Appendix 4.
Lot 2: Package 1

Airlifting may be the only consented transport for plugs however it may be possible to track **Common Cotton Grass** roles from the track.

For itemised costs please put costs in for ‘Airlift Only’ and ‘Airlift & Tracking’ in case consent is granted for tracking Common Cotton Grass.

<table>
<thead>
<tr>
<th>Work Package</th>
<th>Transport Option</th>
<th>Transport Type</th>
<th>Unit (plug) Type</th>
<th>Number Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a Dove Stone - Arnfield</td>
<td>Airlift Only</td>
<td>Airlift</td>
<td>ALL</td>
<td>86000</td>
</tr>
<tr>
<td></td>
<td>Airlift &amp; Tracking</td>
<td>Airlift</td>
<td>e.g. all others</td>
<td>TBC (up to 44500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tracking</td>
<td>eg. Common cotton grass</td>
<td>TBC (up to 41500)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Package</th>
<th>Transport Option</th>
<th>Transport Type</th>
<th>Unit (plug) Type</th>
<th>Number Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1b Dove Stone – Rakes Moss</td>
<td>Airlift Only</td>
<td>Airlift</td>
<td>ALL (up to 86000)</td>
<td>86000</td>
</tr>
<tr>
<td></td>
<td>Airlift &amp; Tracking (combination)</td>
<td>Airlift</td>
<td>e.g. all others</td>
<td>TBC (up to 44500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tracking</td>
<td>eg. Common cotton grass</td>
<td>TBC (up to 41500)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Package</th>
<th>Hectares</th>
<th>Unit Type</th>
<th>Number Units</th>
<th>Planting Rate (units/ha)</th>
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</thead>
<tbody>
<tr>
<td>1c Dove Stone – ALL</td>
<td>35</td>
<td>Common Cotton Grass</td>
<td>41500</td>
<td>1150 - 4600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bilberry</td>
<td>9500</td>
<td>1150 - 4600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crowberry</td>
<td>15000</td>
<td>1150 - 4600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cross-leaf Heath</td>
<td>20000</td>
<td>1150 - 4600</td>
</tr>
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</table>

Table 2. Overview of Works Packages
Package 1

1. Work Details:

<table>
<thead>
<tr>
<th>Approx. Area (hectare)</th>
<th>Type of mix</th>
<th>Number of units (plugs)</th>
<th>Density (per ha)</th>
<th>Planting Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Chunky</td>
<td>86000</td>
<td>1150 - 4600</td>
<td>01/03/2021</td>
</tr>
</tbody>
</table>

2. Work Site Details

**Work Site Name:** Arnfield Moor and Rakes Moss.

**Work Site Grid Reference:** Arnfield: SE 02827 01079  
Rakes Moss: SE 04686 01078

**Description of location:** Both of these areas have had recent fire damage. Exact location of planting and quantities for each site to be confirmed at a later date by the Nominated Officer.

The Work Site is at high altitude and may include waterlogged areas, deep gullies and stream channels. The Works Site is in Open Access land (pursuant to CRoW Act 2000). The Contractor must be aware of, have due regard to and take appropriate action to ensure the safety and access of members of the public present on the Site. See Location Map.

**Access restrictions:** Contractor access is to be restricted to daylight house only during the Contract Period.

**Specific access points:** The best access point is from Chew reservoir. Access will be via locked gates and a key will be made available. There is space for parking at Chew Reservoir.

The Authority cannot confirm what rights there are (if any) to use any such car parking or access routes or their suitability (whether of a safety nature or otherwise) for any use (including but not limited to in connection with the Works. Such information is for indicative purposes only and without any liability or obligation on the Authority. The Contractor agrees and confirms that it has not placed any reliance on such information and that it uses such car parking or access routes wholly at its own risk. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes.

**Public Rights of Way/Footpaths:** There are public Rights of Way on the site including the Pennine Way on both sites.

**Livestock:** There maybe sheep present around the Work Sites.

**Hazards associated with the Works Site:** The Works Sites are on open Moorland at high altitude and may include waterlogged areas, deep peat, gullies, stream channels and unstable ground. The Work Sites are on Open Access land (pursuant to CRoW) so the Contractor must be aware of and have due regard to members of the public who may be present at the Site and take the appropriate action. Footpaths can be particularly busy during peak season and at weekends and bank holidays.

**SSSI:** Yes
Maps 3. Lot 2: Overview

Lot 2: Package 1 overview.
Lot 2: Package 1a. Arnfield

Lot 2: Rakes Moss
**Part C Detailed conditions**
Detailed Conditions are as per MFF 114 Framework Agreement for Plug and Clump Planting 2020-2024 Section 1 Part C Detailed Conditions.

**Part D Itemised Costs**

**Framework Agreement:**
Please fill in the attached spreadsheet for the overall Framework Period for MFF 114: Plug and Clump Planting.

**Lot 1**
Please fill in the attached Spreadsheet – Lot 1: Packages 1-12 Itemised Costs.

**Lot 2:**
Please fill in the attached Spreadsheet – Lot 2: Itemised Costs. Please provide costs based on average distances.

Airlifting may be the only consented transport for plugs however it may be possible to track **Common Cotton Grass** roles from the track. Please put costs in for ‘Airlift Only’ and ‘Airlift & Tracking’ in case consent is granted for tracking Common Cotton Grass. For ‘Airlift and Tracking’ please put costs for maximum number of plugs specified (86000 total).

**Section 2 Instructions on submitting a tender for Lot 1 and Lot 2**
Please refer to Section 2 of the main tender document for MFF 114 2020-2024 for instructions on how to submit your tender.
Appendix 3: Plug Plant Care Guidelines

Upon delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the plugs

Storage and care of Plugs:

- Plugs should be kept in a cool, sheltered location with some natural sunlight (not in direct sunlight but also not in the dark)
- Plugs should not be allowed to freeze
- Plugs should be kept moist (whitening of plant branches indicates drying out)
- Plugs should only be watered with rainwater (tap water will kill them)
- Plugs should be stored so they are not getting squashed by the weight of other Plants on top.
- Plugs should be kept out of reach of animals

Figure 1: Sphagnum bundle of 20 Plugs securely wrapped in either Clingfilm, or in specially designed brown paper wraps. Sphagnum bundle is moist with rainwater and vibrant green.

Figure 2: Dwarf Shrub Plugs supplied with a peat base in plant trays.
Appendix 4: Sphagnum Plug Planting Guidelines

Please refer to the ‘Sphagnum Plug Care Guidelines’ on information on how to store and transport plugs after delivery. Sphagnum Plugs will be delivered in Bundles of 20 Sphagnum Plugs wrapped together in one bundle with cling film or specially designed paper. A bag will contain 20 x Bundles / 200 Plugs.

The bag will show the type of mix of species and name(s) on the bag. This could include:

1. **Moorland Mix** – a mix of 11 species (this is the traditional mix that we plant the most) and includes a broad mix of different types of species including both flush and hummock or chunky species.
2. **Chunky Mix** – a mix of 5 hummock or chunky species (we are trialling this new mix in 2018)
3. **Yorkshire Mix** – a mix 5 species that is mainly hummock or chunky mix, but also includes *S. fallax*.
4. **Single species** – Bags containing 200 plugs of a single species, but with different bags containing different species.
5. **Pool Mix** – a new mix that will be trialled in spring 2021.
A General Guide to Planting ALL Sphagnum Plugs Types

This guide should apply to the planting of ALL types of plugs; irrespective of the type of mix (see the following section for a specific guide to the different mixes).

Planting density
This should be specified by Moors for the Future to the site manager, and ALL planters should be aware of the number of plugs that should be planted in an area (e.g. for the MoorLIFE2020 Project we expect approx. 1150 per hectare or 1 plug per 8 meter square). Please note, this is a guide and the distance will vary depending on the suitability of the planting area and should not be a rigid rule.

What am I looking for?
- Plant in an area that feels wet underfoot. Areas dominated by Heather, Bilberry and Crowberry can be dry, especially on slightly higher ground.
- Preferably, an area with common cotton grass present (a good indicator of a wet area).
- Small, sheltered spaces (micro-habitats) in-between existing vegetation (newly planted plugs require shelter from the drying wind and sun to get established).
- Where there have been cuts in the vegetation – areas that have had either Heather, Cotton grass or Molinia cut prior to planting. These areas can be planted if the conditions covered here apply.

Figure 2: Ideal vegetation cover for Sphagnum sp. wet area with cotton grass providing shelter and light to get through.
**What should I avoid?**

- Bare peat & peat pans – in contrast to garden plants, *Sphagnum* plugs need shelter from surrounding vegetation to establish, therefore you should never plant in to an area of bare peat, and in peat pans, where the water level regularly changes and sediment can cover the plugs. However, planting into the edges of these areas is acceptable if protected from the sun and wind (therefore the south and western edges can be suitable) and away from any risk of going under water.

*Figure 3: Bare Peat and Peat Pans are not appropriate for Sphagnum planting*

*Figure 4: Acceptable to plant in Peat Pans along edges if Sphagnum Plugs are protected from sun and wind*
• Standing water – only a few species like regular inundation, therefore it is best to avoid planting directly into standing water. The only exception to this is *S. Cuspidatum* (see Single Species Guide below) We are currently trialling a ‘Pool Mix’ that will be suitable for planting directly in standing water, such as behind peat dams and bunds.

![Figure 5: Example of Gully block pool - peat dam on left. Dams can be stone, timber, plastic, heather bale or coir log.](image)

• Gullies with regular running water; only plant on the edges.
• Directly behind gully blocks – these areas are regularly under water and sediment can be an issue. Only plant along the edge of the waterline further away from the block to reduce issues with sediment build-up and raising water levels.
• Top gully edges where the water table is low; these areas will remain very dry during times of little rain.
• An area that is not too densely vegetated; this can be the case with Hares-tail cotton grass, Heather, Bilberry, Crowberry and Molinia dominated areas, or gullies thick with Common cotton grass where there is very little space in-between the vegetation to plant a plug.
Planting Method
1. Hold the Bundle the right way up (vivid green capitula on top). Unroll until you get to the first plug. This allows you to look at the size of the plug.
2. Once you have identified a suitable location (micro-habitat), break the surface of the peat and make a hole deep and wide enough to fit in the plug (please note there will be some small variations in size). This can be done using different tools such as a gardener’s trowel, dibber, screwdriver or thumb.
3. Place/push the plug into the hole leaving only the live capitua heads (vivid green, and sometimes, other colours) sticking out of the ground. Plant the plug so that the capitula
heads are as tight together as possible; if too much of the stalks is sticking out, the stems will fall-over with an increased risk of drying out.

4. Pinch or push the peat back to secure the plug into the ground (this is essential to ensure that the plug remains in place.

![Figure 4: Plug in hole with peat pushed in to secure plug in place](image-url)
A Guide to Planting the Different Mixes

1. **Moorland Mix** – a mix of 11 species (this is the traditional mix that we plant the most) and includes a broad mix of different types of species including both flush and hummock or chunky species.

   As this is a ‘generalist’ mix, the concept is that no matter where the plug is planted following the guidelines above, one or some of the species present will thrive and grow. This type of mix is ideal for a site with variation in micro-habitats and lacking in any Sphagnum species in general. This is especially the case for large areas of newly revegetated areas of bare peat including a lot of blocked erosion gullies.

2. **Chunky Mix** – a mix of 5 hummock or chunky species.

   This mix is being targeted for areas that are in unfavourable condition, but are largely vegetated and not heavily eroded by gullying. These areas are more typical and are more hydrologically intact and therefore may have areas of Sphagnum, in particular flush species already present to a degree in the wetter flushes and gullies. In order to move these areas into more-favourable conditions, diversification is key, and in particular, the introduction of Sphagnum species associated with functioning blanket bogs because of their ability to form peat layers.

   It is also worth noting that Natural England are moving towards the type of key Sphagnum species present on site, as opposed to general Sphagnum presence when assessing condition.

3. **Yorkshire Mix** – a mix 5 species that is mainly hummock or chunky mix, but also includes *S. fallax*. This is a mix used by Yorkshire Peat Partnership across their sites. A surplus led us to try out this mix on a handful of MFFP’s restoration sites. As with the Chunky Mix above, these are species more associated with peat forming (but also have *S. fallax* included). It is likely that this will be a one-off for 2018-19 planting.

4. **Single species** – Bags containing 200 plugs of a single species, but with different bags containing different species.

   Flush species e.g. *S. fallax* & *fimbriatum* – prefer wetter, flush areas such as gullies.

   Hummock or chunky species e.g. *S. medium* (prev. *magellanicum*), *papillisum*, *capillifolium* – still required wet areas, but can tolerate the drier tops. Suitable for planting in larger, flatter cotton grass dominated areas.

   *S. cuspidatum* – this is a species of Sphagnum that thrives in pools and should always be planted or placed in or on the edge of semi-permanent pools such as behind gully blocks (plastic piling or peat dams).

**Pool Mix** – We are about to trial a mix consisting of *S. Cuspidatum* & *S. Denticulatum* and *S. fallax*. These are species that thrive in pools and on land and can be planted on to the edge of semi-permanent pools behind gully blocks.
Appendix 5 Sphagnum Clump Planting

Guide from RSPB and United Utilities.

Left: Planting *Sphagnum papillosum*.
- Take a handful from the bag
- Hold it tightly and make it into a mini “proto hummock”
- ALL the brown, dead material underneath the living capitula will be planted into the peat, as if it were roots
- The living capitula will be above the peat
- All *sphagnum* species can be planted in this way, except for *S. cuspidatum*, which should just be placed in the pool (around the edges but in permanent water if the pool is very large, to protect against wave action).

Left: Make a divot in the peat using your foot.
- *Sphagnum* should be planted into a habitat that closely resembles the original habitat
- Flush species harvested from flush areas should be replanted into very wet places, ideally behind gully blocks (eg bales, and stone where the gully is shallow), in *sphagnum* free vegetated gullies, and into seepage lines, where there is a constant flow of water (though not enough to wash it away!)
- Aquatic species should be placed into permanent pools
• Hummock and other “drier” sphagnum species should be planted into wet vegetated peat pans, the wet vegetated edges of bare peat pans and wet intact but species poor blanket bog. Seepage lines, very shallow gullies and other wet features should be targeted preferentially.

• We find that sphagnum established best when planted into very wet, vegetated peat.

• Once sphagnum is established into wet areas, it will grow out into drier areas by itself.

**Left:** Make sure that the divot goes through the vegetation and into the peat.

**Left:** Plant the sphagnum as a proto hummock.

• Make sure the capitula are tightly packed together

• Make sure all the dead, brown material is below the peat surface

• It is important to plant the dead material for several reasons: it anchors the sphagnum into the peat; it keeps the proto hummock tightly packed; if the peat dries out in the summer, it will wick moisture from under the surface of the peat and keep the sphagnum growing.
Above: A new sphagnum hummock!

Above: Sphagnum harvested from Bowland and planted at Dove Stone, two years after planting. Healthy, established, and growing well.

Kate Hanley, RSPB Warden, December 2014.
Appendix 6 Dwarf Shrub Plug Planting Specifications

I. Plug Planting Specification
   a. General specifications
      i. Planting shall be in accordance with the specifications below or in accordance with the
         Nominated officer’s instructions.
      ii. The planting density is approx. 1 plant per four square metres.
      iii. The different types of plant require planting in specific areas to give the best chance of
           establishment. As such the plants should be planted in accordance with the following
details and drawings or in accordance with the Nominated Officers Instructions.
           1. Billberry & Cloudberry should be planted on Hag tops
           2. Crowberry should be planted at the Apex of, and around slopes.
           3. Cotton Grasses should be planted on flatter, wetter areas such as Peat Pans
              or along the waterline of Gullies.
   b. Location
      i. Plug Plants will need to be moved by hand from the Drop Sites to the planting areas. It
         is the contractor’s responsibility to ensure that the distance from the Drop Sites to
         the Planting Areas is kept to a minimum.
      ii. Plug Plants should be planted in the Areas identified on the Work Site Location maps.
      iii. Individual Locations of Plug Plants are NOT identified on the Location Maps
      iv. Individual locations will be agreed on the works site with the nominated officer prior
          to planting.
   c. Planting Specifications
      i. Using a Dibber of 45mm in diameter and 200mm in length, make a hole in the peat
         that is 150mm – 200mm deep. The hole must be at least this deep to prevent the
         plugs being dislodged by frost heave.
      ii. Once the hole is made remove the plug plant from the tray
      iii. Tease the roots out from the compacted plug.
      iv. Place the plug in the hole. It is important to ensure that the base of the plug is firmly in
          contact with the base of the hole to ensure that there is no air gap around the roots.
      v. Once the plug plant is firmly in place the peat around the hole should be firmly heeled
         in round the plant.
Appendix 7 Form of Tender
See separate document

Appendix 8 Tender Questionnaire
See separate document

Appendix 9 Non-Collusive Tendering Certificate
See separate document