

The Welsh Water Elan Trust (more commonly known as the Elan Valley Trust) wish to appoint a contractor to carry out Peatland Ground Truthing surveys on 4 identified priority areas within the Elan Valley Estate.

The work is being funded through the NRW “**Peatland Development Grant**” and as such all work will have to be completed and invoices submitted by **17<sup>th</sup> March 2023**.

**INVITATION TO QUOTE FOR ELAN VALLEY TRUST  
GROUND TRUTHING WORKS**

To meet the specification in this document tenderers will need to familiarise themselves with the content and obligation should their tender be accepted.

Any costs incurred that are associated with this tender process cannot be reimbursed and will be at the tenderers own risk.

Any queries or clarifications can be answered by contacting:-

**Elan Valley Trust Land Agent: Charlotte Harley**

Email: [charlotte@elanvalleytrust.org](mailto:charlotte@elanvalleytrust.org)

## **1) INTRODUCTION**

The upland areas of the Elan Valley are dominated by blanket bog, large areas of which are in urgent need of restoration. We have used recent NRW drone survey footage to identify priority areas and have developed partnerships with tenants who manage the land. These areas are within the Elenydd SSSI, SAC and SPA. We hope to gather the data in order to be in a better position to create the restoration plans, and to prepare Peatland Code applications.

## **2) VISION FOR THE BLANKET BOG SITES**

The vision is to see the very large tracts of the Elan Valleys' blanket bog containing high cover of Sphagnum papillosum, a diversity of other sphagnum mosses, cross-leaved heath, cranberry, bog asphodel and both common and hare's-tail cotton grasses indicating a high water table. Standing water should be present all year round and there should be no bare peat.

## **3) AN OUTLINE OF THE WORK**

A ground truthing survey of each site will need to be completed, using desktop survey data, confirming the presence of every mapped feature, editing it if it's mapped incorrectly and mapping any extra features observed. Features to include are both vegetated and unvegetated hag/gully edges that would need reprofiling, gullies (noting if they're under or over 3m wide), patchwork areas of small hags and bare peat areas.

Peat depth measurements will help us to identify which methods of restoration would be appropriate across the site. These will be collected based on your experience and judgement on the ground but we would expect them roughly every 10m along the base of gullies, similar frequency on patchwork areas with hags, also every so often on the gully banks and on areas of modified peat that are mapped as potential for contour bunding, in order to gain overall knowledge of the sites various depths.

Additionally, a Peatland Code survey will be required. This includes survey points across the site, in a 100m grid. At each point, data is to be gathered from a 10m square survey area. This data will include a photo, 3 peat depth measurements and a basic vegetation survey. This method is referred to as the Peatland Rapid Assessment Protocol.

We would also like that tenant engagement is incorporated into the surveys, spending half a day per site involving the tenants who manage the land, with the survey work in order for them to be better informed for future projects.

See attached maps to view the survey areas:

**All areas are slightly flexible in terms of potential to decrease or increase in size.**

**Site A** 35ha

**Site B** 41ha

**Site C** 23ha \*

**Site D** 60ha

**We will accept tenders for either the whole works or for specific sites, please provide a price breakdown across the sites.**

\*This site should go ahead but due to budget constraints, if we have to drop a site, it would be this one.

#### **4) CONDITIONS OF CONTRACT**

##### Commencement

Commencement will be by agreement with the Elan Valley Trust (EVT) but will be as soon as is possible.

##### Insurance

The successful tenderer will present EVT with copies of all relevant insurance documents.

##### Health & Safety

Prior to commencement on site the successful tenderer will need to provide an outline Method Statements and indicative Risk Assessments.

##### Communications

It will be the responsibility of the Contractor to ensure that they have in place a system of emergency communications for staff working on site.

##### Access

As the maps identify these are remote sites and access may predominantly be on foot. Some of the sites may be accessible or partially accessible with a quad bike, however given the terrain and time of year this will be very limited. Further guidance on the best routes can be provided to successful tenderer.

##### Working Hours

There is no requirement for working hours to be restricted subject to the necessary risk assessments for an isolated location during winter months.

### Subcontracting

Subcontracting will not be allowed without the prior consent of EVT, such consent will not be unreasonably withheld.

### Completion

All works must be completed and invoiced by the 17th March 2023.

## **6) TENDER REQUIREMENTS**

### **6.1 Instruction to tenderers**

**Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular may be rejected.**

The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.

Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.

The successful tenderer will be appointed Principal Contractor for the Works. Tenderers shall allow in their rates and prices for the cost of carrying out the duties of the Principal Contractor and for complying with Regulations.

Tenderers should note that the Contract will not include a Contract Price Fluctuations Clause.

Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with Charlotte Harley as soon as possible.

Tenderers should note that the maximum time for completion of the whole of the Works is shown in Section 4. It is open to tenderers to offer completion of the whole of the Works in the maximum time or in a shorter period of their own choosing. Tenderers should note that no premium will be applied in tender evaluation for shorter completion periods.

Tenderers are reminded of the provisions for compliance with relevant Health and Safety Legislation and Regulations.

## 6.2 Tender evaluation

The Elan Valley Trust does not bind itself to accept the lowest or indeed, any tender. It is the Trust's intention to reach a decision on the award of any contract as soon as practical.

It is important that tender submissions reflect quality across the whole job and for contractors to appreciate that quality is not just about the physical build of the project. The Elan Valley Trust requires consistency and the ability of the contractor to co-ordinate and manage the different parts of the job.

Tenders will be evaluated on the following model: 60% price and 40% quality. The quality element is broadly broken down as follows:-

- ability to meet contract specification (details of offer and plan) 10%;
- relevant experience (references/examples of work) 10%;
- ability to complete in time and resources 20%.

The following points must be included in any tender received. Missing information may result in the disqualification of the tender.

### a) Quality and experience

Contractors should be aware that the Elan Valley Trust requires detailed information in order to assess competence. Each submission will be awarded points against the following criteria. These will be set within a scoring matrix - which produces a final score set against the maximum score possible.

To ensure the right information is received, please provide the following information as part of the tender response:-

#### **Experience / technical**

Give examples (nature and size) of any other relevant contracts completed in the last 24 months.

#### **Resources**

Provide an Outline Method Statement which describes and must contain all of the following information:

Team size, structure, list & names of personnel and skills.

#### **Safety and insurance**

Copy of health and safety policy.

Provide examples and relevant documents of risk assessment processes you have applied in previous contracts of a similar nature.

Employers Liability Insurance Policy.

Public Liability Insurance Policy.

**b) Specific Information**

In addition to the quality information outlined in a), the tender must include detailed responses to the following matters:-

**Method Statement**

Provide an outline Method Statement for how you will undertake the work.

**Adverse Weather**

Due to the upland nature of the site, adverse weather conditions could impact on survey work; high rainfall events, frozen ground or lying snow, could restrict access to sites and could make working conditions both unsafe and sub-optimal for achieving the specification. In these circumstances, work shall be halted until conditions improve. If work is halted the contractor will leave site and place the awarded contract on-stop until conditions improve, and work can recommence. If work is put on-stop whilst waiting for conditions to improve, there shall be no compensatory on-stop payments made to the contracting party.

**Site Specific Health and Safety**

The following hazards are known and should be managed in your Risk Assessments for the works:

- Uneven and steep ground.
- Limited motorised access to site.
- Standing water.
- Inhospitable weather (poor visibility, wet, cold, glare).
- Animal faeces.
- Ticks.
- Soft/wet ground conditions.
- Isolated/remote location/poor communications.

**Biosecurity**

Boots/footwear must be clean when arriving on-site.

**Certification, Qualifications and Experience Required**

All individuals working on this contract must be trained, experienced, skilled and competent to undertake the works and roles required.

All operators must have:

- Insurance Certificates.
- Emergency First Aid at Work

**Intellectual Property**

The intellectual property rights (including copyright and design) of all work, documentation, data, and materials and of any copies thereof (“Materials”) produced for the scheme and/or partnership by or on behalf of the appointed consultant will vest in HLF and the delivery partners and the appointed consultant agrees and accepts that licences shall be granted to use the same to any supporting partners for use for non-commercial purposes. The appointed consultant shall not make or permit others to make any copies of materials without Elan Valley Trust’s consent. Copyrights attached to the source data must be strictly adhered to. The appointed consultant shall maintain adequate security measures during the term of the contract to safeguard materials from unauthorised access use or copying, and shall notify Elan Valley Trust immediately if the consultant becomes aware of any unauthorised access to, use or copying of any materials by any person.

## **Contract Termination**

### **Termination of contract by Elan Valley Trust**

The contract for the delivery of the Services will reference Phases 1 - 3 and will contain a right for Elan Valley Trust to terminate the contract if, in the reasonable opinion of Elan Valley Trust, the consultant has not performed the services required and delivered the deliverables to Elan Valley Trust’s reasonable satisfaction. Any of the following conditions is a material breach which will automatically and immediately enable us to terminate this Contract:

- a) you commit any gross misconduct affecting the business of Elan Valley Trust, Elan Links or any of the Scheme Partners;
- b) you commit any serious or repeated breach or non-observance of any of the provisions of this agreement or refuse or neglect to comply with any reasonable and lawful directions of Elan Valley Trust;
- c) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- d) you are in the reasonable opinion of Elan Valley Trust negligent or incompetent in the performance of the Services;
- e) you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against him under the County Court Act 1984;
- f) you are incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 5 days in any [3-week] consecutive period;
- g) commits any fraud or dishonesty or acts in any manner which in the opinion of Elan Valley Trust, Elan Links or any of the Scheme Partners brings or is likely to bring Elan Valley Trust,

Elan Links or any of the Scheme Partners into disrepute or is materially adverse to the interests of Elan Valley Trust, Elan Links or any of the Scheme Partners;

h) commits any breach of any of Elan Valley Trust, Elan Links or any of the Scheme Partners relevant policies and procedures; or

i) commits any offence under the Bribery Act 2010.

j) you assign any of your obligations under this Contract without our prior written consent;

k) you sell or transfer your business to any other organisation or organisations without informing us first; or

l) you cease to trade for any reason.

### **Termination of contract by contractor**

If you decide that you are unable to meet your obligations under this Contract you must immediately write to us and explain the reasons giving us at least one month's notice of your intent to do so.

### c) **Pricing Schedule**

It is expected that a single price will be submitted in respect of all identified works whether broken down to the individual sites or as a whole.

Tenderers must outline their current billing arrangements and standard payment terms based upon the project brief.

### **6.3 Deadline**

The deadline for receiving submissions from intended parties is 9:00am on 9th January 2023. Tenders should be submitted to [charlotte@elanvalleytrust.org](mailto:charlotte@elanvalleytrust.org) Your email will be receipted.

### **Tender Return Checklist**

<b>ITEM</b>	<b>TICK</b>
Quote (specify which of the sites are included in your quote)	
Emergency First Aid at Work Insurance certificates	

Draft Programme of Work	
Outline Method Statement and Risk assessment to be submitted with the tender. The following should be provided :-	



basic information on how you will undertake works;	
lone working procedures, if applicable	
emergency procedures/plan	

## 7) Further information about the Elan Valley

The Elan Valley lies in the heart of the Cambrian Mountains in Mid Wales. Its unique landscape combines remote hill land, isolated farmsteads, steep-sided wooded valleys and an extraordinary feat of Victorian engineering, that brought clean water to the then rapidly expanding industrial city of Birmingham. Today, Elan's 20,000 hectares – 1% of Wales – is a haven for wildlife and people. It has a host of nature and landscape designations; and the 154,000 visitors a year enjoy the breath-taking scenery, nature, recreational facilities and extensive free educational and heritage-based resources for schools, families and communities.

### 7.1 Wider scheme and funding information:

NRW have awarded the Elan Valley Trust grant funding to carry out the initial development work required to prepare for a viable peatland restoration project in subsequent years. This is through the Peatland Development Grant to which was created to reverse habitat loss and improve the condition of Welsh peatlands.

The development grant aims to enable individuals and organisations to:

- determine whether their peatland restoration project is feasible
- develop a costed peatland restoration project by March 2024 that has a realistic chance of delivery
- gather the information they will need to apply for future delivery grant funding rounds

## 8) PROJECT MANAGEMENT

The key contact for this project is:-

### **Charlotte Harley**

Land Agent

Elan Estate Office, Elan Village, RHAYADER, Powys, LD6 5HP

Tel No : **01597 810449**

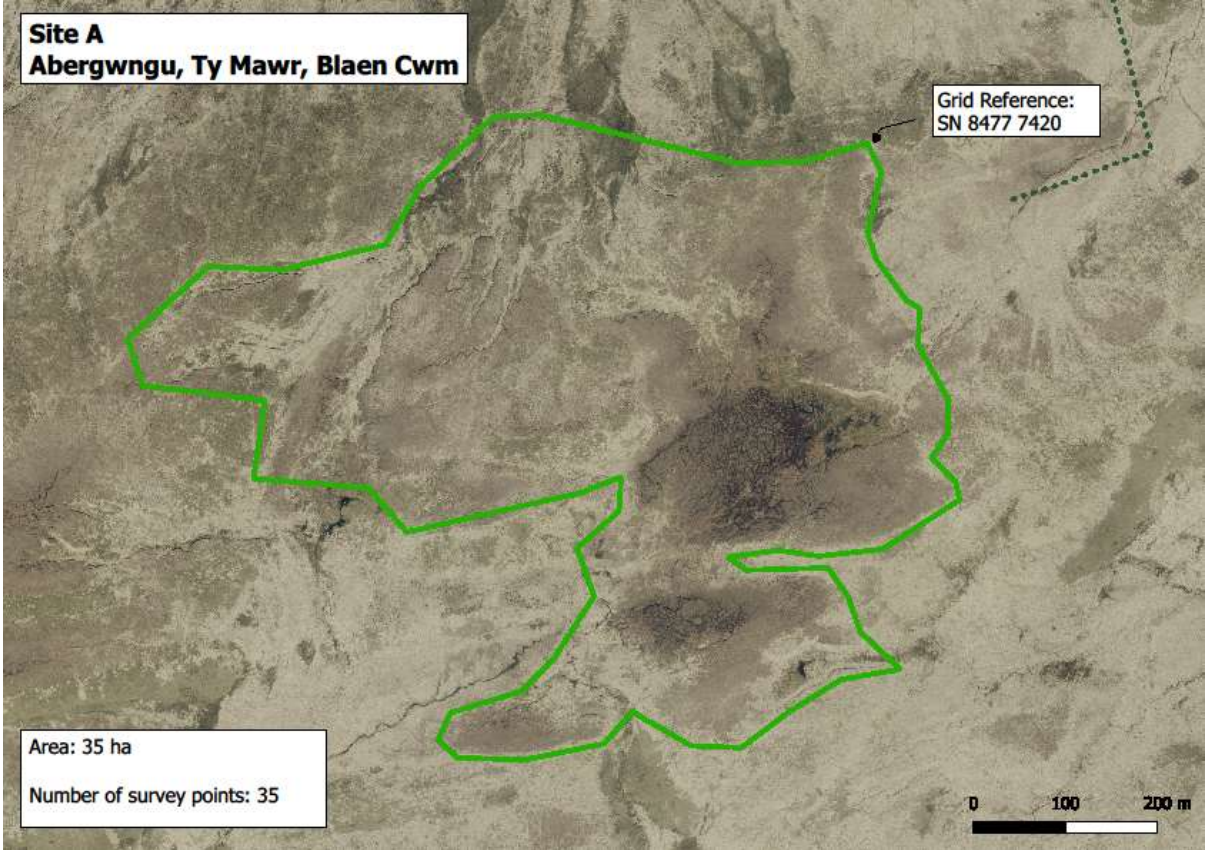
Email : [charlotte@elanvalleytrust.org](mailto:charlotte@elanvalleytrust.org)

**Site A**  
**Abergwngu, Ty Mawr, Blaen Cwm**

Grid Reference:  
SN 8477 7420

Area: 35 ha  
Number of survey points: 35

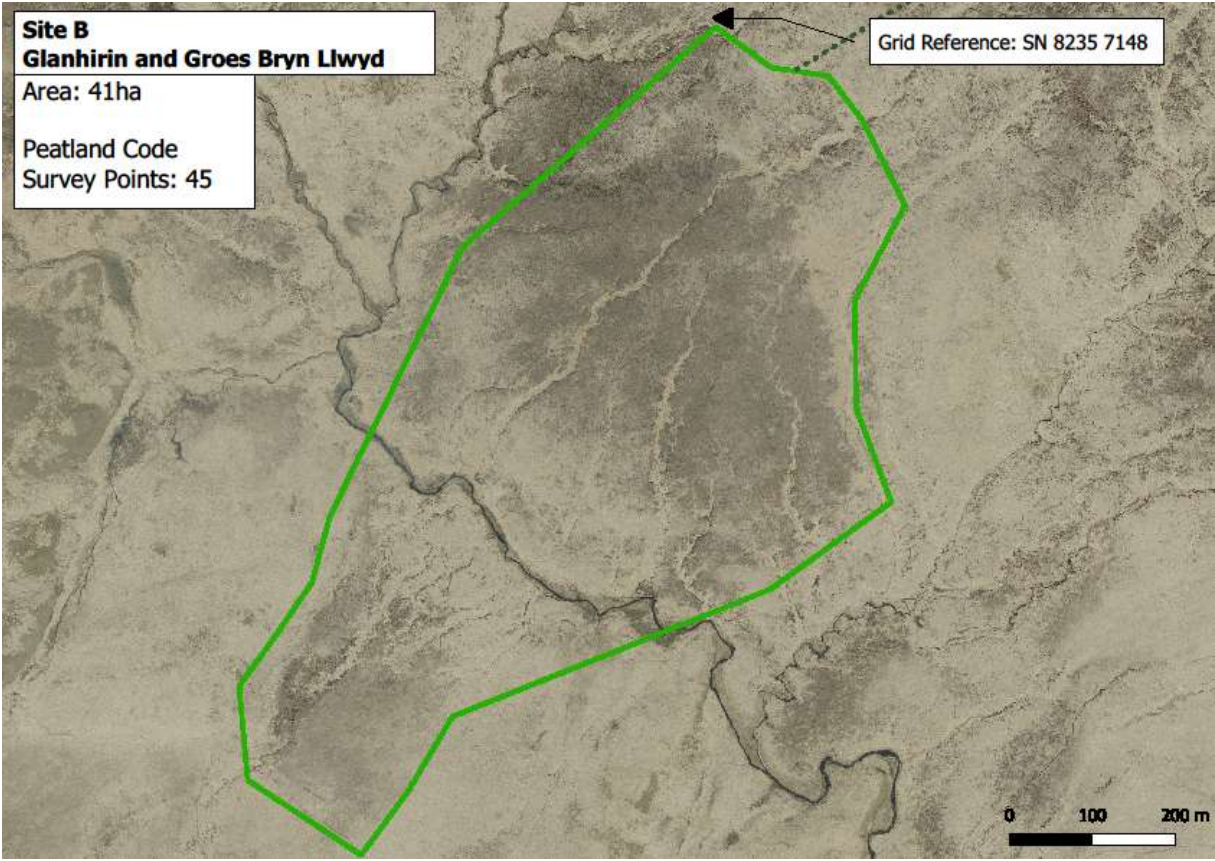
0 100 200 m



**Site B**  
**Glanhirin and Groes Bryn Llwyd**

Area: 41ha  
Peatland Code  
Survey Points: 45

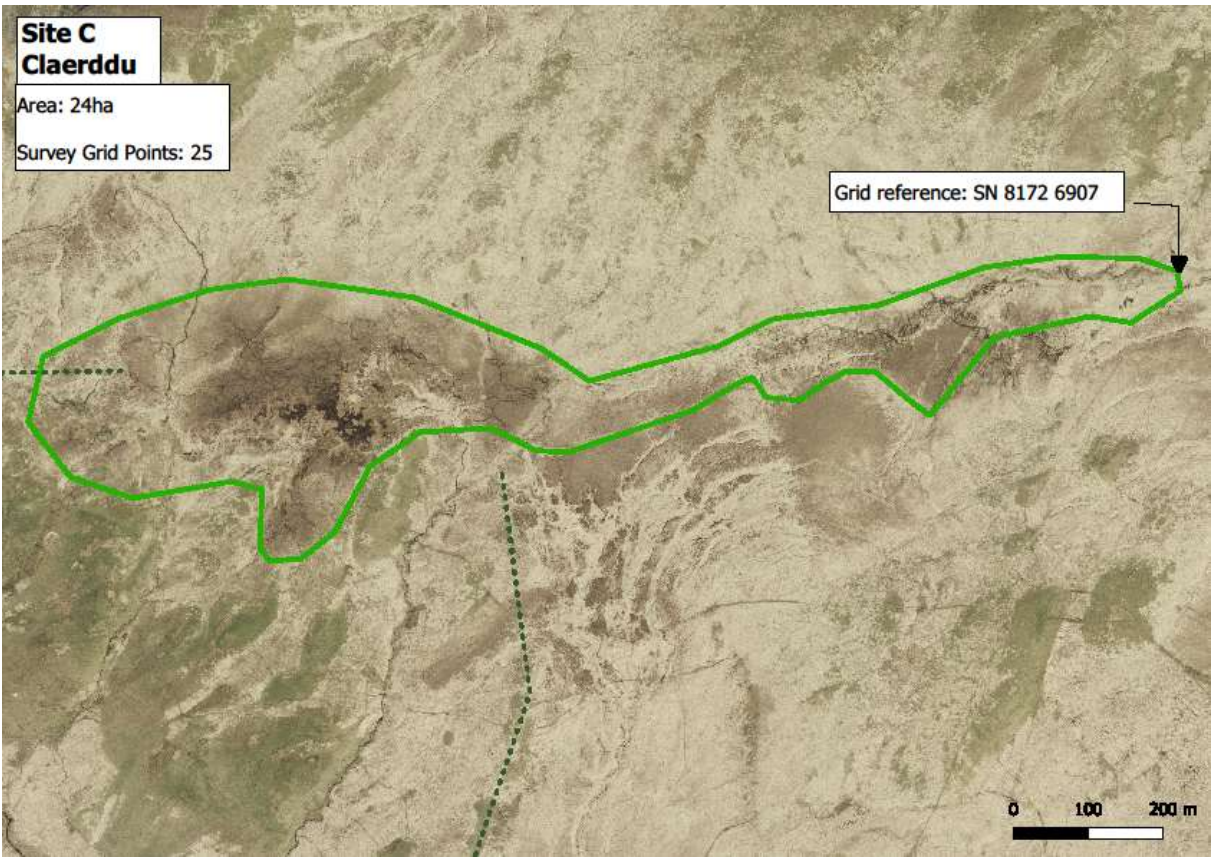
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**Site C**  
**Claerddu**

Area: 24ha  
Survey Grid Points: 25

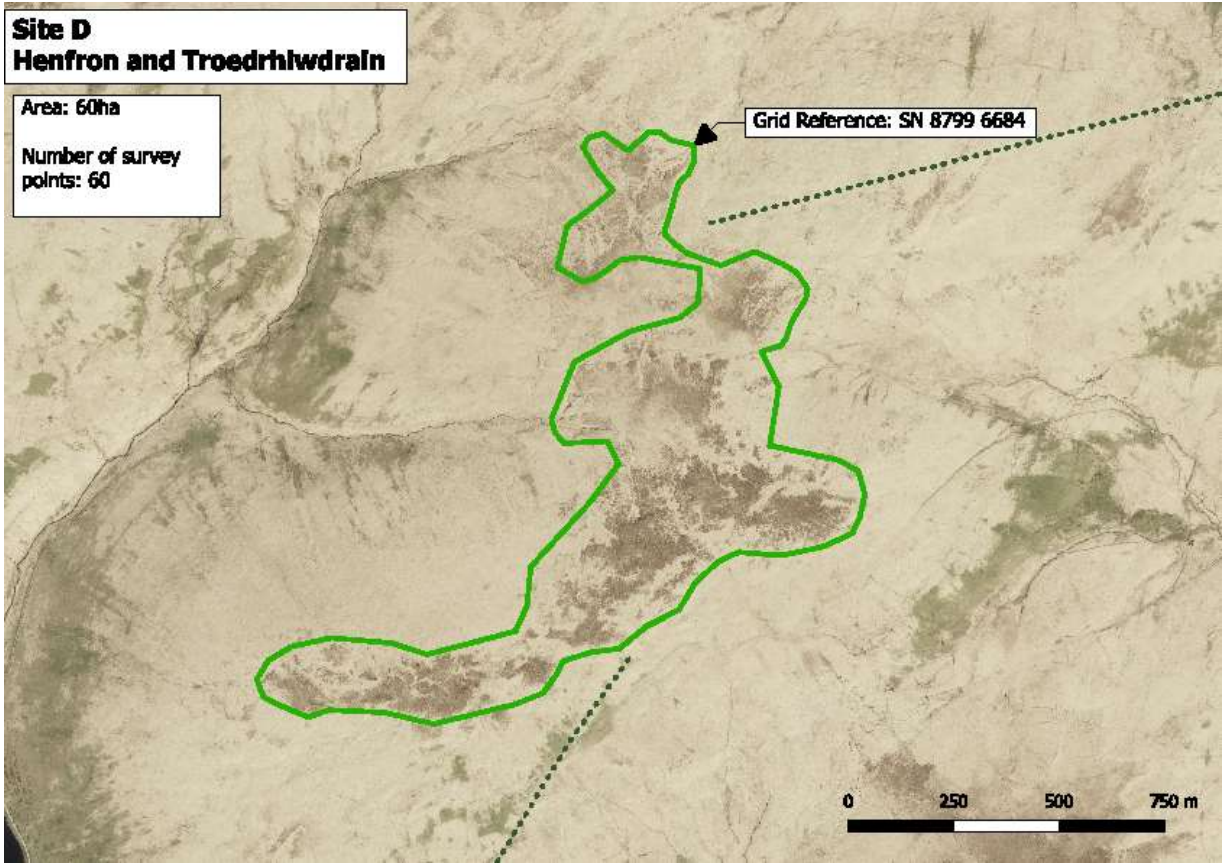
Grid reference: SN 8172 6907



**Site D**  
**Henfron and Troedrhwdrain**

Area: 60ha  
Number of survey points: 60

Grid Reference: SN 8799 6684



**All Sites**

**Site A**

**Site B**

**Site C**

**Site D**

Access by foot or  
Quad bike from  
nearest road.

