

FORM OF CONTRACT

CONTRACT PARTICULARS

<u>Date</u>	30 October 2025
<u>Commencement Date</u>	[30.10.25] (or such other period as shall be agreed in writing by the Nominated Officer)
<u>Contract Period</u>	[30.10.25] to 31 st August 2031 (or such variation of the period as shall be agreed in writing by the Nominated Officer)
<u>Completion Date</u>	31 st August 2031 The date that the Contract Manager notifies the Contractor that the Supply of the Material has been completed.
<u>Price</u>	Up to £8,430,000 Based on the Price per plug as set out in Appendix 1 Itemised Costs and strictly in accordance with Clause 4 below
<u>Moors for the Future Contract Reference</u>	<u>MFF 162 2025-2031</u>

THIS CONTRACT is made the...30.....day of...October.....2025

BETWEEN :-

(1) **PEAK DISTRICT NATIONAL PARK AUTHORITY** of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE ("the Authority") and

(2) **MICROPROPAGATION SERVICES (E.M.) LTD** (company number 1947193) registered office Ley Springs, Loughborough Road, East Leake, Loughborough LE12 6NZ ("the Contractor")

BACKGROUND

- (1) The Authority requires the Supplies as described in the Invitation to Tender
- (2) The Contractor has been selected to provide these Supplies

IT IS AGREED as follows:

1. Definitions

1.1. The following terms shall have the following meanings:

Achieved KPIs means the standard of performance actually achieved by the Contractor in the provision of the Supplies in the measurement period in question (calculated and expressed in the same way as the KPI for that Supply is calculated and expressed in **Schedule 1**).

'Conditions' means the terms and conditions attached to this contract at **Appendix 4**

'Contract' means this contract together with its annexures and any documents referred to

'Contract Documents' means the Invitation to Tender (including all Appendices) the Tender Return, the Specification and the Invitation to Tender Conditions which shall all be incorporated into and form part of this Contract

'Contract Manager' means the officer notified to the Contractor (or any other officer of the Authority appointed to replace him/her)

'Commencement Date' means [30.10.2025]

'Completion Date' means 31 August 2031 or such later date as may be specified by the Contract Manager

'Delivery Schedule' means the delivery schedule attached at **Appendix 2**

'Invitation to Tender' means the Authority's invitation to tender reference MFF162 2025-2031 attached at **Appendix 5**

'Invitation to Tender Conditions' means the terms and conditions included in the Invitation to Tender

'Itemised Costs' means the itemised costs in respect of the Supplies attached at **Appendix 1**

'KPIs' means the key performance indicators for all and each part of the Supplies as specified in **Schedule 1**.

'Supplies' means the supplies detailed in the Invitation to Tender

'Sphagnum Plugs' means the sphagnum plugs described in the Invitation to Tender and Tender Return

'Target KPI' means the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in **Schedule 1**.

'Tender Return' means the Contractor's tender return dated 10 August 2025 attached at **Appendix 6**

'Timeline' means the Partners – Orders Progression Timeline attached at **Appendix 3**

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes all subordinate legislation made under it, in each case from time to time.
- 1.6 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.7 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Appointment

- a. The Authority appoints the Contractor to deliver the Supplies in accordance with this Contract in return for the payments specified in **Clause 5** of this Contract.

3. Term and Timescales

- a. This agreement commences on the Commencement Date and continues until the Completion Date subject to earlier termination of this agreement in accordance with the Conditions or the provisions of **Clause 9**.

4. Draw down of Supplies

- a. The Authority shall by Purchase Order and Delivery Schedule notify the Contractor of the

- number of Sphagnum Plugs it shall require in accordance with the Timeline;
- b. The Authority will pay for the amount of Sphagnum Plugs requested via an official Purchase Order form;
 - c. The date of delivery required will be agreed between the Authority and the Contractor and will be identified on the Delivery Schedule.

5. Charges, Invoicing and Payment

- a. The Authority shall pay the price per Sphagnum Plug in accordance with the Itemised Costs.
- b. The Itemised Costs shall remain fixed throughout the Term.
- c. The Contractor shall submit an invoice in respect of the Purchase Order on the date that the Sphagnum Plugs are delivered in accordance with this Contract. The Authority shall:
 - i. Consider and verify the invoice;
 - ii. Notify the Contractor promptly if it disputes the invoice;
 - iii. Where the invoice is valid and not disputed, pay the Contractor the sums due under the invoice within 30 days of the date stated on the invoice.

6. Key Performance Indicators

- a. Where any Supply is stated in **Schedule 1** to be subject to a specific KPI, the Supplier shall provide that Supply in such a manner as will ensure that the Achieved KPI in respect of that Supply is equal to or higher than the corresponding Target KPI to such specific KPI.
- b. If the existing Supplies are varied or new Supplies are added, Target KPIs for the same will be determined by the parties and included within **Schedule 1**.
- c. The Supplier shall provide [quarterly] reports summarising the Achieved KPIs as provided for in **Clause 7**.

7. Review and monitoring

- a. Each party shall nominate a Representative to co-ordinate and manage the provision of the Supplies and work with each other to address any problems that arise in connection with the Supplies.
- b. The Representatives shall meet every December and April to monitor and review the performance of this agreement, including the achievement of the Target KPIs in advance of each meeting to be held in accordance with **Clause 7.c**:
- c. The Contractor shall provide the Authority with two written reports by 20th December and 20th April each year detailing its performance against each of the KPIs and identifying any issues regarding the performance of the agreement for discussion at the meeting; and the Authority shall notify the Contractor of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- d. At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved the matter shall be referred to the Dispute Resolution process contained in the Conditions.
- e. A review meeting to assess the Supplier's performance of its obligations under this agreement shall be held at yearly intervals throughout the Term. Each meeting shall be attended by the Representatives.

8. Conditions of Contract

- a. The Parties shall comply with the Conditions and the Invitation to Tender Conditions. Where there is any conflict between the Conditions and the Invitation to Tender Conditions, the Conditions shall prevail.

9. Termination

- a. In addition to the grounds for termination set out in the Conditions and Invitation to Tender Conditions, the Authority may give the Contractor written notice of its intention to terminate if it considers that a termination ground listed in Section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:
 - i. Set out which termination ground the Authority considers applies pursuant to Section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding

- to terminate on this basis;
 - ii. Invite the Contractor to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
 - iii. specify the means by which, and the time by which, such representations must be made.
- b. On expiry of the time for the Contractor to make representations under Clause 9(a)(iii), if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Contractor.

SIGNED by the parties hereto or their authorised signatories on the day and year first above written.

The Common Seal of the **PEAK DISTRICT NATIONAL PARK AUTHORITY** was affixed in the

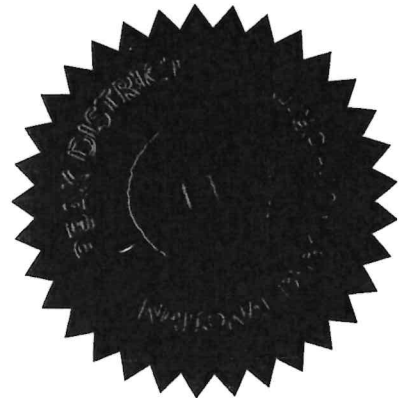
.....
 Authorised signatory
 Name: **DEBORAH SHAW**

Position: **SENIOR LAWYER**

authorised to attest the seal under standing order 1.34

Date: **30 October 2025**

Sealing number: **28**



Executed as a Deed by the Contractor acting by a Director

In the presence of

Signature Director.

Director Name.....:

Signature witness.

Witness name.....

Witness address..



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

Schedule 1

Performance regime

The KPIs

1.1 The KPIs which the Parties have agreed shall be used to measure the delivery of the Supplies by the Supplier are contained in the below table.

KPI Description	Target KPI
Product Quality Compliance Rate	90%
Meeting Scheduled Delivery Dates	90%
Security of Long Term Supply	As per Procurement Act 2023 scoring

Product quality compliance rate: 90% of Sphagnum Plugs meet the Specification requirements in the Invitation to Tender (ITT).

This would be assessed by a "dip test" as set out below by Authority staff at the Delivery Site (planting contractor's address or on site delivery location as notified to the Authority by the Contractor) within 2 days of the date of delivery;

- One 'dip test' will be made per site as per delivery schedule
- Multiple sites may be checked at each Planting Contractor's address if multiple sites are within the same delivery date
- 1 bag per 10,000 sphagnum plugs will be selected at random and dip tested in the following way
 - Count number of rolls in bag – 100% compliance = 20 rolls
 - Measure the diameter of the rolls – 100% compliance = minimum diameter 8.5cm
 - Select one roll per bag and unroll completely
 - count the number of Sphagnum Plugs in the roll – 100% compliance = 20 plugs
 - Visual assessment of the health, and length of the Sphagnum Plugs as per the Specification in Invitation to Tender.
 - Compliance % rate = No. of compliant items / Total no. tested
 - Photos will be taken of each sample
- The Authority will provide the batch numbers dip tested to the Contractor who will then provide their own report of quality control for that batch by 20th December and 20th April each year.

Meeting Scheduled Delivery Dates: Deliver 90% of scheduled orders on the date specified by the planting contractor. Any variation (by the Authority or the planting contractor) to the scheduled delivery date that the Contractor cannot meet within one week of the original scheduled delivery date will not be deemed as a fail, unless the Contractor has confirmed in writing that it can deliver the Sphagnum Plugs on the varied date.

- Measured by planting contractor alerting Authority if delivery is not on scheduled delivery date. Otherwise deliveries are assumed on time.
- Contractor records when changes to Delivery Schedule are requested within one week of original delivery date. Report in December and again in April

Security of long-term supply: High Confidence (KPI rating 'Good') in Contractor ability to deliver up to 3,000,000 sphagnum plugs per year - this would be measured by an annual site visit to the growing facility by 2 Authority team members and through monthly meetings and Delivery Schedule updates with the Contractor from April to August prior to each delivery season.

- Measured on the PA23 KPI scale

1.2 The Contractor shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with Clause 7.

Appendix 2 Delivery Schedule as of Commencement Date

Year	Planting Date	Planting Season	Organic	Name	Project	PO	Site	Species	Planting Area (ha)	No. Plug	Plugs to Reserve (%)	Cost per plug	Total Cost	Conti ac
25-26	January	MFFP		Science	Science demo site		Tomasson's Hollow	Beadamoss dona	Chunky					
25-26	January	MFFP		Science	Science demo site		Tomasson's Hollow	MFFP	Chunky					
25-26	January	MFFP		Science	Science demo site		Fethelbed North 1	Beadamoss donati	Chunky					
25-26	January	MFFP		Science	Science demo site		Fethelbed North 1	MFFP	Chunky					
25-26	January	MFFP		Science	Science demo site		Fethelbed North 2	Beadamoss donati	Chunky					
25-26	January	MFFP		Science	Science demo site		Fethelbed North 2	MFFP	Chunky					
25-26	January	MFFP		Science	Science demo site		Quadrats		Chunky					
25-26	January	MFFP		Science	Science demo site		Quadrats		Moorland Mix					
25-26	February	MFFP		Science	Science demo site		Catchment quadrats		Chunky					
25-26	February	MFFP		Science	Science demo site		Combs Moss MGI 26-27		Chunky					
25-26	Autumn	MFFP		CP	STW W/INEP		westend/head swains greave (birch)	Chunky						
25-26	Autumn	MFFP		CP	NT NIC PGS		Raven's Clough (Birch)	Chunky						
25-26	Autumn	MFFP		JR	STW W/INEP		Raven's Clough (Birch)	Chunky						
25-26	October	MFFP		KT	National Highw ays		Crowden	Chunky						
25-26	October	MFFP		ES	National Highw ays		Crowden vol planting	Chunky						
25-26	March	MFFP		KT	National Highw ays		Crowden	Chunky						
25-26	February	MFFP		KT	National Highw ays		Crowden Trial Area	Chunky						
25-26	oct-dec	MFFP		TH	UU AMP 8		Goyt (delby uni - volunteer planting)	Chunky						
25-26	jan-mar	MFFP		TH	UU AMP 8		Goyt (delby uni and UU - contractor)	Chunky						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		Moscar 1 Area D	Chunky						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Rishworth South	Chunky						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Chunky						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Pool						
25-26	Novemb	MFFP		PT	Y/W AMP8 SSSI		Deanhead	Chunky						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		Moscar Area A & B	Chunky						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		Moscar Area C	Chunky						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		Moscar Pool	Pool						
25-26	Novemb	MFFP		RB	Y/W AMP8 SSSI		Turley Holes Higher Moor	Pool						
25-26	Novemb	MFFP		RB	Y/W AMP8 SSSI		Turley Holes Higher Moor	Moorland						
25-26	Novemb	MFFP		RB	Y/W AMP8 SSSI		Turley Holes Higher Moor	Moorland						
25-26	Novemb	MFFP		RB	Y/W AMP8 SSSI		Turley Holes Higher Moor	Chunky						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		westend/head swains greave (birch)	Pool						
25-26	Novemb	MFFP		CP	STW W/INEP		westend/head swains greave (birch)	Pool						
25-26	Novemb	MFFP		CP	STW W/INEP		westend/head swains greave (birch)	Pool						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Rishworth South	Pool						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Pool						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland South	Pool						
25-26	Novemb	MFFP		PT	Y/W AMP8 SSSI		Molinia Trial	Pool						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Pool						
25-26	Novemb	MFFP		IGB/CP	Y/W AMP8 NDC		Moscar Burds	Pool						
25-26	Novemb	MFFP		DJ/FD	Moor Green Investment		Combs Moss MGI 28-29	Chunky						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Rishworth South	Moorland?						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Moorland?						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland North	Moorland						
25-26	Novemb	MFFP		CP	Y/W AMP8 SSSI		Soyland South	Moorland						
25-26	Novemb	MFFP		TH	III LAMP 8		Soyland South	Moorland						

Appendix 3 Partners – Orders Progression Timeline

We have been working with our partners since 2015 to develop Sphagnum and plants to support numerous peatland restoration projects. With the success of the projects, we anticipate that peatland restoration, with all its eco-system service benefits, will play an increasing and vital role in combating climate change impacts. With exciting times ahead, we are continuing to scale-up our supply and support you in delivering your best project outcomes. To this end and for larger orders we will need to develop good long-term forward visibility of your plans, as we do have to commit to producing your material some months before delivery to supply living plants for specific regions at the correct time. Therefore, in addition to regular communications, we will be sending you *Order Acknowledgements*, with *Terms & Conditions* which will require electronic signature via Dropbox. Return of this will guarantee your requirements are scheduled into our production. Working closely with you, we can keep insight on your project progress to ensure we produce the live plants for specific regions at the correct time, with minimum wastage and so keeping costs down. We realise that plans do change, but our material is perishable with a finite time before being supplied to you and planted. Where changes are made e.g. quantities, planting site, we will send you an *Order Amendment* for your records. We will grow to a prior agreed delivery week, which may be postponed by up to 4 weeks. The plant material is perishable after the delivery window, so delays after this point may incur storage costs or cancellation costs. However, we will continue to always endeavour to support your project delivery.

We outline below a timeline for this more structured approach which will allow us to control our costs through improved delivery scheduling, maintaining the highest quality and minimising any waste. This will allow consistent supply and value to ensure the continued success of your projects and improve our ability to maximise the annual capacity of the peatland restoration sector.

Stock during season: Smaller last-minute orders may often be accommodated so please ask us We thank you for your cooperation and look forward to working on your future projects.

Please contact *Sadie Manning* or *Ambra Danaher* for any further information: Tel: 01509 856295 or Sphagnum@beadamoss.co.uk

Sphagnum:	Plug Plants:	Timeframe: What we ask you to do
12 months+ prior to delivery (Summer for following Autumn & Spring planting)	12 months+ prior to delivery Eriophorum / Cotton grass (common & hares tail)	Discuss what projects you are planning – can be broad rather than site specific e.g. “South Pennines” * Provide indicative BeadaHumok & plug plants * Provide indicative month (s) when planting planned * Discussion of proposed areas, planting densities and which Sphagnum mixes and Plug plants might be most appropriate This will inform our planning to include your requirements
	18 months+ prior to delivery Ericas, Empetrum,	

	Vacciniums etc	*Order acknowledgement sign where possible, to commit production
9 months prior to delivery Jan-April for Aug-Feb April-May for Mar & July/Aug	9 months prior to delivery	Follow up to assess progress of projects – site details, numbers, sphagnum mixes, schedule a delivery week Discuss who will be planting (yourselves or contractors) *Order acknowledgement sign where possible, to commit production
6 months prior to delivery March for Sept delivery July for January <i>Final opportunity to sign order acknowledgement and guarantee supply</i>	6 months prior to delivery <i>Final opportunity to sign order acknowledgement and guarantee supply</i>	Follow up to finalise details - site planting area, site permissions, quantities and mixes/plant species, delivery week, delivery address and contractor where relevant <i>Final opportunity to sign order acknowledgement and guarantee supply</i> <i>If Acknowledgement cannot be signed, production and therefore supply will be postponed</i> If the invoice is be paid by contractor but one has not been assigned before the 6-month order acknowledgement cutoff, the organisation planning the works will be asked to sign and take financial responsibility until the contractor is able to do so. Once a contractor has been assigned, they will be sent an acknowledgement which will be forwarded to the planning organisation upon our receipt of this.
Delivery – Latest Delivery Week	Delivery – Latest Delivery Week	If the delivery is delayed more than 4 weeks after that on Order Acknowledgement this may incur storage costs or be taken as cancellation with costs.

Please contact [redacted] or [redacted] for any further information: Tel: 01509 856295 or Sphagnum@beadmooss.co.uk

1. INTERPRETATION

1.1 In these Terms (as defined below) the following definitions and rules of interpretation shall apply.

Cancellation Fee	means a fee calculated in accordance with clause 3.9;
Change Notice	means a notice issued by the Supplier to the Customer detailing a proposed change to an Order pursuant to clause 3;
Commencement Date	has the meaning given to it in clause 2.5;
Confidential Information	has the meaning given to it in clause 16.1;
Contract	means the contract between the Supplier and the Customer for the sale and purchase of the Products in accordance with these Terms;
Contract Product	means sphagnum moss derived from the Sphagnum Products (in whatever form, including any resulting growth or progeny) and including the Sphagnum Products once planted;
Customer	means the person, company, firm, corporation, charitable organisation, public authority, or other entity or organisation who purchases the Products from the Supplier;
Delivery Location	has the meaning given in clause 5.1;
Field of Use Restrictions	means the restrictions as set out in clause 6.4;
Force Majeure Event	has the meaning given to it in clause 15.1;
General Products	means any Products supplied by the Supplier to the Customer which are not Sphagnum Products;
Order	means the Customer's order, in whatever form, for the Products, as confirmed in the Order Acknowledgement;
Order Acknowledgement	has the meaning given to it in clause 2.5;
Planting Area	means the area on which the Products are to be planted and on which the Contract Products are to be grown as identified in the Order Acknowledgement;
Price	the price of the Products as set out in the Order Acknowledgement, payable by the Customer to the Supplier;
Products	means, as the context requires, either the Sphagnum Products and/or General Products (or any part of them) set out in the Order and confirmed in the Order Acknowledgement;
Purpose	means the planting of Sphagnum Products on the Planting Area to grow the Contract Product for the exclusive purpose of peatland restoration and/or carbon farming;
Specification	means the specification for the Products as made available by the Supplier to the Customer prior to the Supplier's acceptance of the Customer's Order, as confirmed in the Order Acknowledgement;
Sphagnum Products	means Products containing sphagnum moss sold for the Purpose;
Supplier	means MICROPROPAGATION SERVICES (E.M.) LIMITED , trading as both Micropropagation Services and BeadaMoss, registered with company number 01947193 whose registered address is at Ley Springs Loughborough Road, East Leake, Loughborough LE12 6NZ;
Supplier IPRs	means the Supplier Patents and the Usage Advice.
Supplier Patents	means the patents and patent applications as set out in the Error! Reference source not found.
Terms	means the terms and conditions set out in this document as amended from time to time in accordance with clause 18.2;
Usage Advice	means any know-how, advice, or information provided by the Supplier to the Customer, whether orally or in written form, in connection with the Sphagnum Products and their use for the Purpose, including handling, storage, and planting;
VAT	means value added tax or any equivalent or replacement tax applicable in the UK or elsewhere from time to time;
Warranty Period	means the shorter of: - seven days from delivery; or - the period from delivery until the planting of the Products.

1.2 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

1.5 A reference to a **day** is a reference to any day including Saturdays, Sundays and public holidays.

1.6 A reference to **planting**, where the context so requires, also include a reference to **applying** or **spreading**.

2. BASIS OF CONTRACT

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Terms. The Customer shall ensure that the Order contains the following details:

- 2.2.1 the quantity of Products;
- 2.2.2 the Specification of the Products; and
- 2.2.3 the proposed Planting Area.

2.3 The Order shall, shall be in such form as the Supplier may accept, including both oral and written forms.

2.4 The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.5 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order (**Order Acknowledgement**), at which point, and on which date, the Contract shall come into existence (**Commencement Date**).

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.

2.7 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in such materials are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.8 Any quotation for the Products given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 28 days from its date of issue.

ORDER AMENDMENTS AND CANCELLATION

3.1 The Customer acknowledges that the Products are living organisms and that they will be grown to order. The Customer further acknowledges that, despite the Supplier's best efforts, the Products may not always grow as expected (or indeed, grow at all) and so circumstances may arise where the Supplier must amend the agreed product delivery Schedule.

3.2 Following the Commencement Date the parties may propose changes to the Order as follows:

3.2.1 the Customer may propose changes in respect of the delivery date, Delivery Location, Planting Area, the Products, the Specification and quantity; and

3.6 Any acceptance or non-acceptance by the Customer pursuant to clause 3.5 must be in writing. If the Customer fails to notify the Supplier in writing of its acceptance or non-acceptance of a Change Notice within

the 48 hour period referred to in clause 3.4, the Customer shall be deemed to have accepted the Change Notice.

3.7 If the Customer terminates the Contract pursuant to clause 3.5.2, and the Change Notice was issued because the Supplier wished to make a change to the Order, no cancellation payment shall be due from the Customer to the Supplier.

3.8 If the Customer terminates the Contract pursuant to clause 3.5.2 and the Change Notice was issued because the Customer wished to make a change, then on termination the Customer shall pay to the Supplier the Cancellation Fee.

3.9 The Cancellation Fee shall be calculated in accordance with the table below.

Number of days prior to original delivery date on which Customer terminated the Contract	Percentage of Price payable
Between 30 weeks and 17 weeks	25%
Between 17 weeks and 4 weeks	40%
Less than 4 weeks	60%

4. PRODUCTS

4.1 The Customer acknowledges and agrees that it is very difficult to distinguish between different species of sphagnum moss. Therefore, when supplying Sphagnum Products, whilst the Supplier will use its reasonable endeavours to ensure it supplies the species of sphagnum moss as specified in the Specification, the Supplier is only able to warrant that Sphagnum Products supplied will be the correct species to the best of its knowledge.

4.2 Provided the Supplier has used its reasonable endeavours to supply Sphagnum Products which materially conform with the Specification, the Supplier shall have no liability to the Customer whatsoever if the species of sphagnum moss supplied is in fact different to that specified in the Specification.

4.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

5. DELIVERY

5.1 The Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**).

5.2 Delivery is completed on the completion of unloading of the Products at the Delivery Location.

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

5.4 If the Customer fails to accept delivery of the Products, the Customer shall be responsible for any and all costs reasonably and properly incurred by the Supplier arising from such non-acceptance (including transportation, storage and insurance costs).

5.5 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. SPHAGNUM PRODUCTS

6.1 The Customer acknowledges and agrees that the Supplier owns the Supplier IPRs relating to the Sphagnum Products and their use, and that the Customer must, at all times, comply with this clause 6 in connection with its purchase and use of the Sphagnum Products.

6.2 The Customer further acknowledges and agrees that:

6.2.1 the Supplier shall retain ownership of the Supplier IPRs; and

6.2.2 except as expressly stated in these Terms, the Contract does not grant the Customer any rights to, under or in the Supplier IPRs.

6.3 Subject to clause 6.4, clause 6.5 and clause 6.6, the Supplier grants to the Customer a non-exclusive, non-transferable, royalty-free licence under the Supplier IPRs to:

6.3.1 plant the Sphagnum Products on the Planting Area; and

6.3.2 use the Supplier IPRs for the Purpose.

6.4 The grant of the licence by the Supplier to the Customer pursuant to clause 6.3 and the Customer's use of the Sphagnum Products is conditional on the Customer complying with the following Field of Use Restrictions:

6.4.1 only using the Sphagnum Products and using the Supplier IPRs for the Purpose;

6.4.2 not selling, or otherwise transferring title to, the Sphagnum Products (or any product containing or derived from the Sphagnum Products) or any Contract Product to any third party;

6.4.3 not (or attempt to) chemically and/or biologically modify or treat the Sphagnum Products;

6.4.4 not inspecting, testing, analysing or reverse-engineering the Sphagnum Products;

6.4.5 not using the Sphagnum Products and/or the Supplier IPRs or any information acquired through the use of the Sphagnum Products and/or the Supplier IPRs (including any Confidential Information) in connection

with the development of any product which could reasonably be considered to be substantially the same (including in form, functionality, purpose and substance) as the Sphagnum Products (except producing the

Contract Products);

6.4.6 only using the Sphagnum Products and the Supplier IPRs in accordance with the Usage Advice;

6.4.7 not planting the Sphagnum Products or the Contract Product, or allow such planting, at any location other than the Planting Area; and

6.4.8 not propagating or growing the Sphagnum Products or the Contract Product, or allow such propagating or growing, at any location other than the Planting Area; and

6.4.9 not harvesting or removing, in whole or in part, the Sphagnum Products or the Contract Products from the Planting Area.

6.5 The Supplier shall only be permitted to allow a third party, i.e., a subcontractor (**Subcontractor**) to plant

the Sphagnum Products and use the Supplier IPRs with the Supplier's express prior written consent. If the Supplier grants such consent, the Customer shall:

6.5.1 procure the Subcontractor's compliance with the terms of clause 6.4; and

6.5.2 remain wholly liable for the acts and/or omissions of the Subcontractor as if such acts and/or omissions were its own.

6.6 The Customer shall not be permitted to sublicense the use of the Supplier IPRs granted under clause 6.3 to any third party except in the manner as set out in clause 6.5.

6.7 The parties acknowledge and agree that:

6.7.1 the Field of Use Restrictions are permissible and not anti-competitive as the Contract falls under the safe harbour afforded by the Technology Transfer Block Exemption Regulation; and

6.7.2 that the Supplier may, on reasonable written notice to the Customer, amend the Field of Use Restrictions if they become (or otherwise the Supplier reasonably believes that they may become) unlawful under applicable laws.

6.8 Notwithstanding the provisions of clause 6.4, the Customer shall:

6.8.1 not do, or omit to do, anything in its use of the Sphagnum Products and/or the Supplier IPRs that could adversely affect the validity of the Supplier IPRs;

6.8.2 not seek to challenge the validity or enforceability of the Supplier IPRs (including oppositions, appeals, revocation actions, third party observations, post-grant reviews, and inter partes reviews); and

3.2.2 the Supplier may propose changes to the quantity of Products to be supplied and/or the estimated delivery date.
3.3 If the Customer wishes to make changes to the Order:
3.3.1 it shall notify the Supplier in writing and provide as much detail as the Supplier reasonable requires of the proposed changes; and
3.3.2 the Supplier shall, as soon as reasonably practicable following receipt of the information referred to in clause 3.3.1, provide a draft Change Notice to the Customer.
3.4 If the Supplier wishes to make a change to the Order, it shall provide a draft Change Notice to the Customer.
3.5 On receipt of the Change Notice, the Customer shall in not more than 48 hours confirm whether it accepts or not the terms of the Change Order. If the Customer accepts the terms of the Change Notice, the Order shall be deemed to be amended accordingly. If the Customer does not accept the terms of the Change Notice, the Customer shall have the option to:
3.5.1 if change originated from the Customer, proceed on the basis of the original Order; or
3.5.2 terminate the Contract.

6.8.3 immediately notify the Supplier in writing if it becomes aware of any infringement or suspected infringement of the Supplier IPRs.
6.9 The Customer acknowledges that the Supplier gives no warranty that the receipt and use of the Sphagnum Products and/or the Supplier IPRs will not infringe the rights, including any intellectual property rights, of any third party.
6.10 The Supplier shall not be required to maintain in force or prosecute to grant (as applicable) any of the Supplier Patents. The Supplier shall be free to abandon, withdraw, surrender, revoke, or apply for amendments to any of the Supplier Patents or to assign any of the Supplier IP to any third party. The Supplier shall not be required to defend any action, claim, or counterclaim challenging the validity or enforceability of the Supplier Patents (including oppositions, appeals, revocation actions, third party observations, post-grant reviews, or inter-partes reviews). The Supplier shall retain exclusive control over maintenance and prosecution of the Supplier Patents and any action, claim, or counterclaim in relation to the Supplier Patents.
7. QUALITY
7.1 The Supplier warrants that on delivery of the Products and for the **Warranty Period**, the Products shall:
7.1.1 conform in all material respects with the Specification; and

7.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
7.2 Subject to clause 7.3, if

2.1 the Customer gives notice in writing to the Supplier during the Warranty Period that the Products do not comply with the warranty set out in clause 7.1 and provides of photographic evidence of the same; and
2.2 the Supplier is given a reasonable opportunity of examining such Products,

3. The Supplier shall (at its discretion) either replace the defective Products, or refund the Price of the defective products in full.
3.1 The Supplier shall not be liable for the Products' failure to comply with the warranty set out in clause 7.1 if:
3.1.1 the Customer makes any further use of such Products after giving notice in accordance with clause 7.2;
3.2 the defect arises because the Customer failed to follow the Usage Advice or (if there is none) good trade practice regarding handling, storage, and planting;
3.3 the defect arises because of wilful damage, negligence, or abnormal storage conditions;

3.4 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
3.5 the original delivery date as agreed between the parties was delayed by more than three months by the Customer (following the process as set out in clause 3).
3.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the products' failure to comply with the warranty set out in clause 7.1.
3.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
3.6 These Terms shall apply to any replacement Products supplied by the Supplier.

4. TITLE AND RISK
4.1 Risk in the Products shall pass to the Customer on completion of their delivery pursuant to clause 5.2.
4.2 Title in the Products shall pass to the Customer at the earlier of the:
4.2.1 Supplier receiving payment in full for the Products; or
4.2.2 planting of the Products.
4.3 Until title to the Products has passed to the Customer, the Customer shall:
4.3.1 store those Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to those Products; and
4.3.3 not incorporate and/or combine the Products with any other material.
4.4 Title and risk in the Contract Products shall automatically vest in the Customer at the point of production.
4.5 If the Customer transfers, or by operation of law, title in or to any or all of the Sphagnum Products is transferred, to any third party (Transferee), the Customer shall ensure that it is a term of any such transfer that the Transferee (and any successor in title) complies with the terms of clause 6.4.

5. PRICE AND PAYMENT
5.1 In consideration of the Supplier's supply of the Products and (if applicable) the grant to the licence as set out in clause 6, the Customer shall pay to the Supplier the Price.
5.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the Price to reflect any increase in the cost of the Products that is due to:
5.2.1 any factor beyond the Supplier's reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other production costs);
5.2.2 any Change Request issued by the Customer pursuant to clause 3.1; or
5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
5.3 The Price, unless otherwise agreed in writing by the Supplier:
5.3.1 excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; but
5.3.2 includes the costs and charges of packaging, insurance and transport of the Products.
5.4 The Supplier may invoice the Customer for the Products on or at any time after the completion of delivery.
5.5 Unless otherwise agreed in writing between the parties, the Customer shall pay each invoice submitted by the Supplier:
5.5.1 within 30 days of the date of the invoice; and
5.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.
5.6 Time for payment shall be of the essence of the Contract.
5.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at the rate as set out in The Late Payment of Commercial Debts Regulations 2013.
5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. AUDIT
10.1 The Customer shall:
10.1.1 allow the Supplier and any auditors or other duly authorised persons, to access any of the Supplier's premises, personnel and/or relevant records as may be reasonably required, and to take copies of such records;
10.1.2 provide samples (or otherwise allow the Supplier to take samples) of the Contract Products and/or sphagnum in the Customer's possession, in each case to assess the Customer's compliance with clause 6.

11. INDEMNITY
11.1 The Customer will indemnify the Supplier against, and covenant to pay the Supplier an amount equal to: all losses, liabilities, costs, damages and expenses that the Supplier does or will incur or suffer; and all claims or proceedings made or brought or threatened against the Supplier by any person and all losses, liabilities or or (on a full indemnity basis), damages and expenses the Supplier does or will incur or suffer as a result of remedy defending or settling any such actual or threatened claims or proceedings in each case arising out of or in connection with the Customer's breach of clause 6.

12. LIMITATION OF LIABILITY
12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, dishonesty (of employees, officers and other agents), restitution or otherwise.
12.2 Nothing in the Contract shall limit or exclude any liability for:
12.2.1 death or personal injury caused by negligence;
12.2.2 fraud or fraudulent misrepresentation;
12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or
12.2.4 any other liability which cannot be limited or excluded by applicable law.
12.3 Nothing in the Contract shall limit or exclude:
12.3.1 a party's payment obligations under the Contract; or

restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
13.1.4 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

13.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the Contract or any other contract between the Customer and the Supplier if the Customer:
13.2.1 becomes subject to any of the events listed in clause 13.1.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them;
13.2.2 fails to pay any amount due under this Contract on the due date for payment; or
13.2.3 breaches any of the Field of Use Restrictions, or the Supplier reasonably believes that the Customer has breached such Field of Use Restrictions.

13.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract (and any other contract between the Customer and the Supplier) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

14. CONSEQUENCES OF TERMINATION
14.1 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
14.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
14.3 Clause 6 and clause 8.5 of this Contract, together with any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. FORCE MAJEURE
15.1 Force Majeure Event means any circumstance not within a party's reasonable control, that is not reasonably foreseeable.
15.2 Provided it complies with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
15.3 The Affected Party shall as soon as reasonably practicable following the start of a Force Majeure Event notify the other party of the Force Majeure Event and shall use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
15.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a period more than six weeks, either party may terminate this Contract immediately on written notice to the other.

16. CONFIDENTIALITY
16.1 Confidential Information means any confidential information, or information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of the Supplier.
16.2 The Customer undertakes that it shall not disclose to any person Confidential Information or Usage Advice, except as permitted by clause 16.3, during:
16.2.1 in the case of Confidential Information, the term of the Contract and a period of five years thereafter; and
16.2.2 in the case of Usage Advice, the term of the Contract and a period of ten years thereafter.
16.3 The Customer may disclose the Supplier's Confidential Information or Usage Advice:
16.3.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract provided it ensures that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses any Confidential Information or Usage Advice comply with this clause 16; and
16.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
16.4 The Customer shall not use neither the Supplier's Confidential Information nor the Usage Advice for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. ENTIRE AGREEMENT
17.1 The Contract constitutes the entire agreement between the parties.
17.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18. GENERAL
18.1 Neither party may at any time assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the written consent of the other (such consent not to be unreasonably withheld or delayed).
18.2 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
18.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
18.4 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or costs.
18.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
18.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. NOTICES
19.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the relevant party's email address as set out in the Order (or such other email address as a party 12.3.2 any liability for loss arising from the indemnity provisions under clause 11.

may notify the other from time to time in writing)

19.2 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (business hours being between 9am and 5pm)

12.4 Subject to clause 12.2 and clause 12.3, neither party's liability to the other arising out of or in connection with the Contract shall not exceed 100% of the Price.

12.5 Subject to clause 12.2 and clause 12.3, neither party shall be liable for:

12.5.1 loss of profits (including, but not limited to, loss of anticipated profits);

12.5.2 loss of sales or business;

12.5.3 loss of agreements or contracts;

12.5.4 loss of anticipated savings;

12.5.5 loss of or damage to goodwill or reputation; and/or

12.5.6 any indirect or consequential loss.

13. TERMINATION

13.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

13.1.1 commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

13.1.2 repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

13.1.3 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

on any day that is not a Saturday, Sunday or Public holiday in the place of receipt).

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or,

where applicable, any arbitration or other method of dispute resolution.

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SUPPLIER PATENTS

Type	Territories	Application Number	Publication Number
Patent	United Kingdom	GB2006991.0	GB2594954
Patent	United Kingdom	GB2205792.1	GB2604268
Patent	United Kingdom	GB2006992.8	GB2594955
Patent Application	Contracting States of the European Patent Office	EP21727200.4	EP4149238
Patent Application	Contracting States of the European Patent Office	EP25153292.5	EP4520167

Appendix 5 Invitation to Tender

MFF 162 2025-31
Invitation to Tender for
the Supply and Delivery of
Sphagnum Moss

for the establishment of Sphagnum mosses on restoration sites in the Peak District and the South Pennines

Tender Return Date 5pm Sunday 10th August 2025

Prepared by:



Moors for the Future Partnership

2025

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Section 1: Contract objectives and detailed conditions

Part A

1. Contract objectives

1. This Invitation for Tender (“ITT”) is to Supply & Deliver Sphagnum Moss Plugs to Delivery Sites within the Peak District National Park and South Pennines SAC.
2. The Contract Period shall be 3 September 2025 to 31 August 2031 (“the Contract Period”).
3. The Material for the purposes of this ITT shall consist of Sphagnum moss (“Sphagnum”)
4. **ITT quantities:**
 - 4.1. Lot 1 - A quantity of **up to 18,000,000** plugs over 6 years (up to 3,000,000 per year)— over the Contract Period. It is anticipated that the requirement each year will be no less than 300,000 Plugs per annum.
 - 4.2. Lot 2 - A quantity of **up to 300,000** plugs over 6 years (up to 50,000 per year)— over the Contract Period. It is anticipated that the requirement each year will be no less than 10,000 Plugs per annum.

Part B Specification

2. Sphagnum Plug Specification

1. Sphagnum Plugs must be supplied in whole growing plant form as Plugs. The form and method for production of Plugs must be detailed in the Tender Return.
2. Sphagnum Plugs must be grown peat-free with the exception of paludiculture, in which case a detailed method statement should be included to demonstrate how peat is used sustainably and not extracted in the production of sphagnum plugs
3. A Sphagnum Plug may consist of a single species or a mix of species. The Authority prefer a mix of species suitable for growing on blanket bog in the Peak District and South Pennines with a dominance of peat forming species as set out in the table below. The species mixes can be seen in Table 1.
4. The Authority will permit a tolerance of up to 5% above or below the percentages set out in Table 1.
5. Bidders may recommend in the Itemised Costs at Appendix 1 other species or species mixes that in their opinion fits the Authority’s requirements specified in the Specification.

Table 1 List of species requirements

% of each species	Chunky Mix	Moorland Mix	Pool Mix	Dry Mix
Papillosum	25	20	10	
Capillifolium	25	10		40
Fimbriatum	0	5		10
Palustre	15	20	10	10
Subnites	10	5		40
Medium	25	10	10	
Fallax		10	15	
cuspidatum		5	30	
Denticulatum		5	25	
Squarrosus		5		
Tenellum		5		

6. Important peat building hummock species are preferred. However, our requirements will vary and all species/combinations of bog surface and flush species will be considered.
7. Plugs of a single species may also be considered, please detail in your Tender return which species can be provided. E.g. *S. cuspidatum* must form Plugs of this species only.
8. The Material must only contain Sphagnum native to the United Kingdom.
9. Plugs containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than Sphagnum) as deemed inappropriate by the Nominated Officer may be rejected. The decision of the Nominated Officer shall be final.
10. A Sphagnum Plug should consist of several Sphagnum plants and have a minimum diameter of 2.5cm, and a minimum height of 5cm, and a maximum height of 12cm.
11. Propagated Sphagnum must be free from disease or pest which may be associated with growing in glass house conditions. How the absence of disease and pest will be assured should be covered in the Tenderer's Method Statement.

3. Sphagnum Plug packaging

1. Sphagnum Plugs should NOT be supplied in trays.
2. Packaged Plugs should be placed into bags of a suitable size to a total weight not exceeding 10 kg. The bags should be placed into crates suitable for stacking.
3. The Sphagnum must be produced and packaged to a suitable standard to withstand:
 - 3.1. multiple handling during the delivery process to the Delivery Site and Lift Site;
 - 3.2. stacking multiple crates at Delivery or Lift Site;
 - 3.3. preparation for transport;
 - 3.4. transport of the Material by helicopter, terrestrial vehicle or hand.
4. Tenderers should specify how Plugs will be packaged/bundled in their Method Statement.

4. Contract Delivery

1. During the contract the Authority shall by Purchase Order and Delivery Schedule notify the Contractor of the number of Sphagnum Plugs it shall require. The Contractor will specify the lead in time as part of their Method Statement and the Authority will factor this in as part of the Delivery Schedule.
2. The Authority will provide the Contractor with a Delivery Schedule to work to during each year of the contract. This will provide purchase order numbers, quantities of Plugs required, planting contractor name and Delivery Site.
3. The Contractor must liaise with the planting contractor to co-ordinate delivery dates and sites.
4. The Contractor must be able to access and supply the quantity of Sphagnum referred to in such Purchase Order or Delivery Schedule and deliver the same to such Delivery Site.
5. Sphagnum will be called off for delivery during two main planting seasons depending on frost free weather;
 - 5.1. Autumn planting = Late August to mid December
 - 5.2. Spring planting = Mid February to end of March
 - 5.3. If the winter period December-February is frost free then planting will continue throughout. The Nominated Officer will notify the Contractor of this intention.

5. Supply and Delivery

1. Upon award of contract, the Contractor shall notify the Nominated Officer of when it is in a position to commence packaging the Sphagnum. The Nominated Officer will as soon as practicable inspect the Sphagnum and confirm whether they are of acceptable quality and/or give instruction on quality required.
2. The Authority may check the quality of the Sphagnum at the Contractor's production facility, or the Delivery Site or Lift Site. If the quality of the Sphagnum is not of at least the same

-
- standard as set out in the Specification then the Contractor shall promptly replace such Material and reasonable cost of any subsequent Site visits made by the Authority in order to rectify/monitor quality issues will be borne by the Contractor.
6. Upon delivery of the Sphagnum, the Contractor shall issue a copy of the delivery note to the Nominated Officer within 5 working days.
 7. Delivery Sites will be notified to the Contractor upon contract award, and could be anywhere within the Peak District and South Pennines Special Area of Conservation (see Figure 1 Location Map below).
 8. The Contractor must satisfy itself that any vehicle it has chosen for delivery can safely and properly access the Delivery Sites.
 9. The Authority will reject any Sphagnum delivered by the Contractor unless the Contractor has been issued with a Purchase Order instructing it to supply and deliver to the relevant Delivery Site.
 10. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading, loading of Sphagnum, parking of vehicles, and storage of Materials.
 11. The Nominated Officer shall give instructions to the Contractor before the contract Commencement Date as to extent of land and any Access Tracks at the relevant Delivery Site that can be used in connection with deliveries (including, if applicable, provision of a copy of any permissions granting use of the Delivery Sites). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all sub-contractors are notified of the same.
 12. Contractor access is to be restricted to daylight hours only during the contract period.
 13. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the Delivery Site, in order that any Landowner and other stakeholders can be advised.

6. Used packaging and waste materials

1. Crates and/or other packaging materials should be reused or recycled by the Contractor.
2. The Contractor must collect used crates and/or other packaging from the Delivery of Lift Site once notified to do so by the Authority's planting contractor.
3. The Contractor must hold a relevant Waste Carriage Broker or Dealer Registration on or before the date of any call-off contract (and shall provide a copy of the same to the Nominated Officer).

7. Price

1. The Authority is unable to confirm exact figures for its requirements for the quantity of Plugs to be supplied each year. For the purposes of this Invitation to Tender, two price points will be evaluated;
 - 1.1. Lot 1 - 3,000,000 plugs per year shall be used for evaluation purposes
 - 1.2. Lot 2 - 50,000 plugs per year shall be used for evaluation purposes.
2. Tenderers are requested to provide rates in the Itemised Costs for years 1–6 of the Contract Period as set out at the various price break points in the Itemised Costs at **Appendix I**. For the avoidance of doubt the actual number of Plugs required during the course of the Contract Period will be confirmed by Purchase Order as set out above.
3. The Price per plug for Year 1 to 6 of the Contract Period are fixed by the Tender Return and will be used to evaluate the Tender returns.

8. Timing of Project Delivery

1. Target Contract Commencement Date: 3rd September 2025
2. Anticipated Works delivery periods:

-
- 2.1. Year 1 – 3rd September 2025 – March 2026
 - 2.2. Year 2 – April 2026 – March 2027
 - 2.3. Year 3 – April 2027 – March 2028
 - 2.4. Year 4 – April 2028 – March 2029
 - 2.5. Year 5 – April 2029-March 2030
 - 2.6. Year 6 – April 2030- March 2031
3. All Supplies are to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
 4. The Contractor must adhere to the Delivery Schedule agreed. It is essential that the Supplies are carried out in accordance with the Delivery Schedule. 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 other contractors) the Authority reserves the right to treat such breach as a material breach for the purposes of the Clause 39 of the Terms and Conditions of contract (**Appendix 5**).
 5. The Delivery Schedule will be notified to the successful Contractor at the pre-contract meeting and shall form part of the Contract.
 6. The Authority may vary such Delivery Schedule 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.

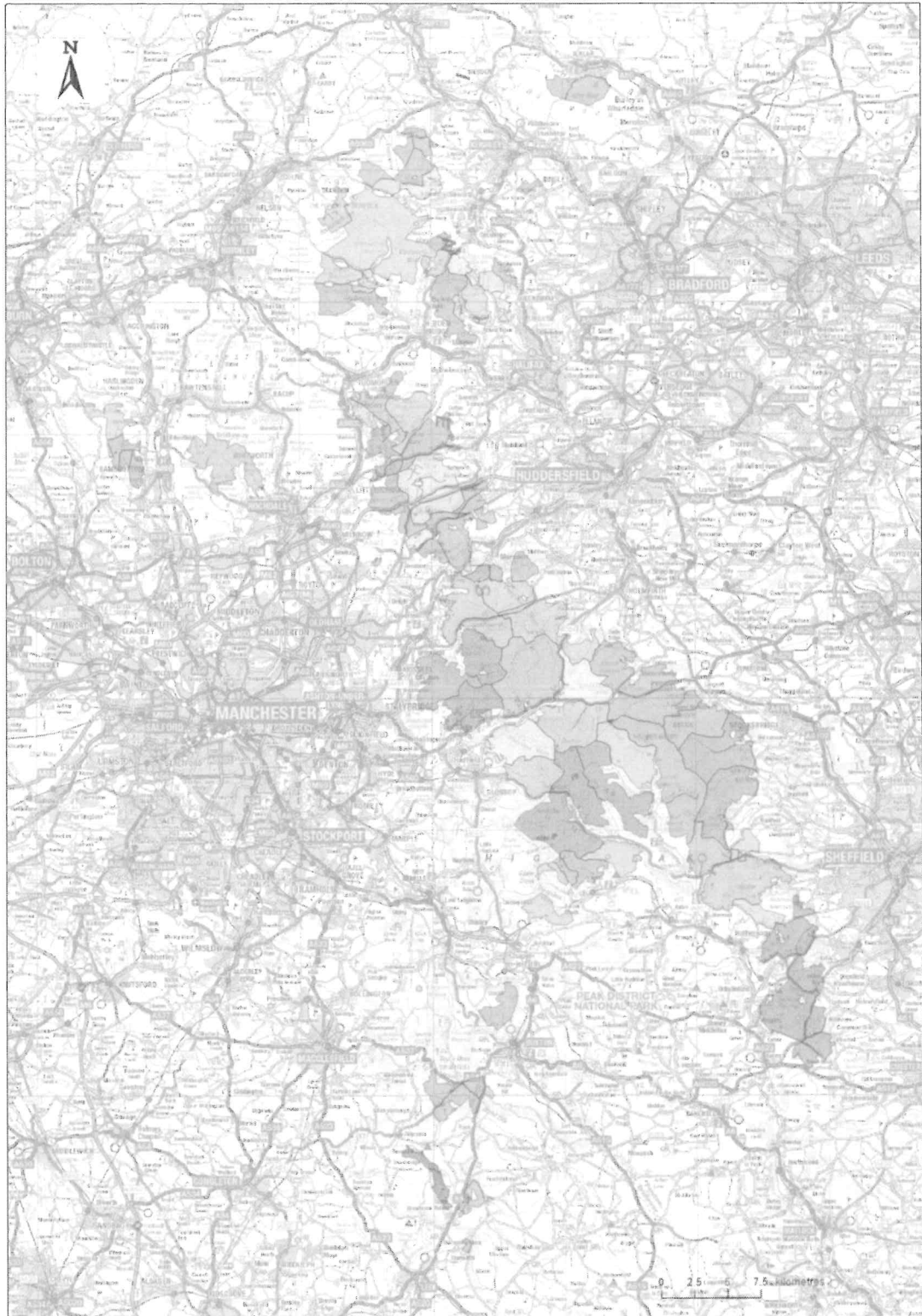


Figure 1 Map of MFFP working area

Section 2 Tender Submission Requirements and Invitation to Tender (supplies)

INVITATION TO TENDER

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

You tender will be evaluated against the provision of these items as summarised below.

- Appendix 1 Itemised Costs spreadsheet xls and pdf
- Appendix 2 Form of Tender pdf
- Appendix 3 Tender questionnaire pdf
- Appendix 4 Non-collusive tendering certificate pdf
- Evidence of previous experience (See Quality Criteria 1)
- Evidence of technical capability (See Quality Criteria 2)
- Explanation of social value impact (See Quality Criteria 3)

1. **Basis of Tenders**
Tenders are being invited on an open award procedure.
2. **Scope**
Tenders are being invited on the basis of undertaking the whole of the supply of the Materials. However, the Authority reserves the right to split the award into packages.
3. **Contract Period**
Tenders are invited for the period of a single task.
4. **Invitation to Tender (ITT)**
 - 4.1 The Authority is seeking tenders from suitably experienced and equipped Supplier to supply the Materials.
 - 4.2 The Materials required are set out in the Specification.
5. **Queries about this ITT**
 - 5.1 Suppliers are advised to study the ITT Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.
 - 5.2 Any queries concerning the information contained in the ITT should be sent to:
Katy Thorpe
Email: Katy.Thorpe@peakdistrict.gov.uk
By 4pm on 8 August 2025
- 8.3. There should be no other contact with the Authority on this matter. Any direct contact may 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.

8.4. 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.

9. Errors in completed tenders

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

10. Sufficiency of Tender

10.1. The Supplier 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 Supplier 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 Supplier's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

11. Period of Validity

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

12. Tendering procedure and submission requirements

12.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON Sunday 10th August 2025.**

Tenders must be submitted by e mail to Tenders@peakdistrict.gov.uk

By 1700 ON Sunday 10th August 2025 (Tender Return Date)

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

REF: MFF 162 2025-31 Supply and delivery of Sphagnum plugs

All attachments must be in pdf form

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

12.2. It is the Supplier'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 Supplier'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 Supplier's email systems or Supplier's failure to check their email system for correspondence received from the Authority about this Tender. Suppliers must note that the current maximum size of any email receivable by the Authority is 10mb. It is the responsibility of the Supplier to ensure

that its Tender is received by the Authority. Suppliers are strongly advised not to submit their Tender immediately before the tender return deadline.

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

12.4. Submission documents:

12.4.1. The Tender shall be made on the Form of Tender at **Appendix 2**. It must be fully completed and signed on behalf of the Supplier, submitted to us in pdf format and accompanied by:

12.4.1.a. Tender Questionnaire at **Appendix 3** fully completed and signed on behalf of the Supplier submitted to us in pdf format and accompanied by any documents referred to therein

12.4.1.b. Non-collusive tendering certificate at **Appendix 4** signed on behalf of the Supplier and submitted to us in pdf format;

12.4.1.c. Analysis of resources;

12.4.1.d. Itemised costs at **Appendix 1**;

12.4.1.e. Details of any part of the supply of the Materials to be sub-contracted;

12.4.1.f. Copies of all Insurance Certificates, for the Supplier and any sub-consultants;

12.4.2. Only one Tender is permitted per Supplier. If a Supplier 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.

12.4.3. 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.

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

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

13. Sub-contracting

13.1. When submitting its Tender, the Supplier must notify the Authority of any elements of the supply of the Materials that it proposes to sub-contract.

14. Evaluation:

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

14.2. Bidders will be selected based on an evaluation using the criteria set out below:

1. Price (30% of the total score value);

- $30 \times (\text{Lowest Tender Price}) \div (\text{Supplier X's Price})$

2. Quality criteria (70% of the total score value):

- Quality Criteria 1 – (40% of the total score value)

Experience, past Performance and ability to supply Materials to meet the contract objectives and specifications

- Provision of evidence detailing previous relevant experience of supplying sphagnum moss at scale as set out in Contract Objectives

- Provision of references for above works
- ◆ **Quality Criteria 2 – (29% of the total score value)**
Technical and Delivery Capability
 - Provision of methodology and production schedule detailing how you will meet the Contract Objectives and Specification

Quality Criteria 3 – (1% of the total score value)

Social Value – Explanation as to how the supply of sphagnum plugs is actively working to tackle environmental impacts

Criteria	Weighting	Evaluation Criteria
Price	30%	30 x (Lowest Tender Price)÷(Supplier X's Price)
Quality Criteria 1	40%	8 x score (see table below)
Quality Criteria 2	29%	5.8 x score (see table below)
Quality Criteria 3	1%	0.2 x score (see table below)

14.3. 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.

14.4. Rejected or eliminated tenders will not be scored.

15. Award of Contract

15.1. The successful Supplier will be required to promptly execute and return to the Authority a contract incorporating the Conditions and until such execution the successful Tenderer together with the Authority's written acceptance shall constitute the Contract.

16. Obligations

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

17. Accuracy

17.1. Information supplied to Suppliers by the Authority (whether in these documents or otherwise) is supplied for general guidance in the preparation of tenders. Suppliers 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 Suppliers.

18. Confidentiality

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

19. Canvassing

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

20. Transparency

20.1. The Supplier 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 contract signed with the winning Supplier (the "Contract"), including the name of the supplier; the date on which the contract was entered into; the value of the contract; and whether the supplier is a SME or VCSE. The Supplier 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.

20.2. The Supplier 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.

21. 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.

Appendix 1 Itemised Costs

Please fill in the attached Itemised Costs spreadsheet and return with your tender as both an electronic excel spreadsheet and a pdf.

Appendix 2 Form of Tender

Please fill in the attached document and return with your tender as a pdf.

Appendix 3 Tender Questionnaire

Please fill in the attached document and return with your tender as a pdf.

Appendix 4 Non-collusive tendering certificate

Please fill in the attached document and return with your tender as a pdf.

Appendix 5 Terms and Conditions of Contract

Appendix 6 Tender Return

Please provide supporting information detailing methodology of;
 Growing pest free
 Packaging

Micropropagation Service (EM) Ltd (Trade Delivery)

Species Available and recommended mixes									
Species Available - please list all species available	Available as single species plug? Y/N	Moorland Mix	Chunky Mix	MFFP Pool Mix	Dry Mix	Woodland Mix	Yorkshire Mix	West Pennines Mix	
Papillosum	Y	20%	25%	10%	25%		30%	25%	
Capillifolium	Y	10%	25%		25%		30%	25%	
Fimbriatum	Y	5%						25%	
Palustre	Y	20%	15%	10%	25%	20%	30%	15%	
Subnitens	Y	5%	10%			20%	5%	10%	
Medium	Y	10%	25%	10%	25%		5%		
Fallax	Y	10%		15%		20%			
cuspidatum	Y	5%		30%					
Denticulatum	Y	5%		25%					
Squarrosus	Y	5%				20%			
Tenellum	Y	5%				20%			

Other information - please fill in below or provide supporting information

<p>Last order date for Autumn (1st S</p>	<p>An indication the totals requires for the respective species mixes should be communicated 12 months prior to the beginning of this delivery window (1st September previous year). Orders for a particular site must be confirmed 6 months prior to required delivery date (e.g. 1st March for delivery 1st September). An order acknowledgement will be sent for each site which will specify a delivery week, quantity of plugs and the species mix required, this will need to be electronically signed and returned within a week of receipt. A degree of flexibility will be possible within these factors, though any changes must be discussed and approved with as much notice as possible. Movement of orders beyond a 4 week window either side of the acknowledged delivery week will require a Change Notice to be generated and agreed (as per Terms and conditions - attached), and significant changed (beyond 3 months) may require new material to be grown, requiring a review of the unit price for this site.</p>
<p>Last order date for Spring (mid Feb</p>	<p>An indication the totals requires for the respective species mixes should be communicated 12 months prior to the beginning of this delivery window (mid February previous year). Orders for a particular site must be confirmed 6 months prior to required delivery date (e.g. 15th August for delivery 15th February). An order acknowledgement will be sent for each site which will specify a delivery week, quantity of plugs and the species mix required, this will need to be electronically signed and returned within a week of receipt. A degree of flexibility will be possible within these factors, though any changes must be discussed and approved with as much notice as possible. Movement of orders beyond a 4 week window either side of the acknowledged delivery week will require a Change Notice to be generated and agreed (as per Terms and conditions - attached), and significant changed (beyond 3 months) may require new material to be grown, requiring a review of the unit price for this site.</p>
<p>Methodology for growing pest fre</p>	<p>All Sphagnum plugs (BeadHumok®) are produced using sterile techniques in our micropropagation laboratory, so all material coming from the lab into glasshouse production is clean of pest & disease and weeds. Sphagnum is grown on in our biosecure enclosed glasshouse on sterilised growing media. All nursery beds and growing trays are sterilised before use and between reuses. Yearly phytosanitary inspections are carried out by DEFRA's Animal and Plant Health Agency in accordance with UK plant passporting to ensure all material complies with UK Plant Health Regulations. Copy of Plant Passporting Acknowledgement is provided as a supporting document in submission.</p>
<p>Methodology for growing peat fre</p>	<p>Our site is 100% peat free. The growing media used in Sphagnum BeadaHumok® production is a blend of steam-sterilised Sphagnum moss (BeadGro®) grown inhouse and bark. As the BeadaHumok® are not dispatched with any growing media, we have developed a system for collecting, sterilising and reusing all growing media to reduce waste. BeadaMoss Sustainability Policy included as a supporting document in submission.</p>

<p>Describe how you will manage the supply, demand and logistics of this contract</p>	<p>The Partnerships Manager and team will maintain regular contact with the relevant Conservation Officer/s to ensure effective communication of requirements and delivery timeframes. All orders for specific sites will be recorded in our bespoke in-house database system which has details of all sites/contractors from the Delivery Schedule provided. This allows planning of deliveries, and associated documentation to be produced. We have 2 staff working on this, to liaise closely with contractors and our dispatch team. The database also retains full traceability of production batches as delivered, as well as planning production of Sphagnum BeadaHumok® and preparation for dispatch. This allows for close monitoring of stock availability meaning we are able to respond quickly to fluctuations in requirements. Much of our production process is automated to minimise cost and enable rapid response to changes in demand.</p>
<p>Describe the way the plugs will be</p>	<p>The Sphagnum BeadaHumok® are removed from their growing trays when fully grown, each plug is then placed and spaced out onto a roll of biodegradable paper (tested in trials with Moors for the Future) this is then rolled up, which is a patented method of delivery. This ensures the Sphagnum does not desiccate and provides a compact method of supply, which is easy to handle on site and at planting. Each roll has 20 plugs, 20 rolls are put in a plastic bag to total of 400. Durability of this packaging method has been thoroughly tested and ensures that BeadaHumok can be stored for up to 2 weeks after delivery. The biodegradable paper is recyclable local to BeadaMoss and will be collected from the delivery location alongside the crates and recyclable PVC bags.</p>
<p>Describe the way the plugs will be</p>	<p>The Sphagnum BeadaHumok® in bags (PVC recyclable) of 400 are assessed for quality before being loaded for delivery. Bags are placed into rigid plastic crates (polypropylene long-life for re-use) - 2-3 bags per crate. Each bag weighs approx 2-3kg, so crates total ~6-9kg, significantly less than the 10kg maximum specified. The crates are easy to handle at loading/unloading and for multiple handling on site. The crates are stackable to ensure efficient short-term storage in eg. barn. Crates are loaded and secured by strapping in the van. This process has recently been optimised to increase maximum vanload quantity by 14,000 plugs to 90,000 total, which has significantly improved the efficiency of delivery for larger scale sites. The van has a mechanical ramp for easy unloading. BeadaMoss uses its own transport to ensure good handling at delivery and are accustomed to delivering to remote locations.</p>

Give details of previous relevant experience of propagating sphagnum moss at this scale (additional supporting materials may be provided with your tender in pdf format)

Beadamoss have been innovating sustainable methods of supplying Sphagnum Moss at scale for over 15 years, supplied Sphagnum to projects across the whole of the UK, and in recent years have exported large volumes to Europe (primarily Republic of Ireland and Germany). >17 million BeadaHumok have been supplied to projects to date, with 5.5 million supplied in the 2025/2026 planting season alone - 2.4 million of these specifically supplied to the Moors for the Future Partnership. The laboratory at the BeadaMoss site hosts an extensive bank of source material which allows for propagation of targeted species mixes which have demonstrated significantly greater growth rates than single species plugs and prevents the requirement for damaging wild harvesting practices to provide donor material. Consistently improving capacity of sustainable production facilities, and at present have an approx maximum capacity of ~10 million Sphagnum BeadaHumok® per delivery season. Please see references in Appendix 1 for examples of previous relevant experience. The following link to the IUCN UK Peatland Programme Sphagnum Planting Webinar April 2025 contains a talk from the BeadaMoss General Manager which provides further evidence on methodology and relevant experience of propagating Sphagnum Moss sustainably and at scale:
<https://www.youtube.com/watch?v=TxvJB9VqgGQ>

Year	Number of Plugs (total call off amount per year)	Moorland Mix	Chunky Mix	MEFP Pool Mix	Dry Mix	Eg. Single Species Cuspidatum	Woodland Mix	Yorkshire Mix
		Cost per Plug £	Cost per Plug £	Cost per Plug £	Cost per Plug £	Cost per Plug £	Cost per Plug £	Cost per Plug £
Price per Plug (£) Year 1 2025-2026	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							
Price per Plug (£) Year 2 2026-2027	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							
Price per Plug (£) Year 3 2027-2028	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							
Price per Plug (£) Year 4 2028-2029	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							
Price per Plug (£) Year 5 2029-2030	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							
Price per Plug (£) Year 6 2030-2031	1-50,000							
	50,001-299,999							
	300,000 - 999,999							
	>1000000							

Prices for each mix set on quantity ordered per mix as at
To ensure Bealatumok® can be delivered in the best cor
we are able to comply. If delivery date is delayed by > 3 r

Cost used for LOT 1 evaluation = 3,000,000 chunky mix per year	£8,430,000.00
Cost used for LOT 2 evaluation = 50,000 per year chunky mix	£156,000.00

APPENDIX 2

FORM OF TENDER (To be completed by the Tenderer)
RELATING TO MFF 162 2025-2031 SUPPLY AND DELIVERY OF SPHAGNUM
PLUGS (“the Supplies”)

We offer to supply the following Lots of Materials as defined in the Invitation to Tender for:

Lot (Package) no.	Description	Total Price (excl VAT)
1	A quantity of up to 18,000,000 plugs over 6 years (up to 3,000,000 per year)— over the Contract Period. It is anticipated that the requirement each year will be no less than 300,000 Plugs per annum.	£8,430,000.00
2	A quantity of up to 300,000 plugs over 6 years (up to 50,000 per year)— over the Contract Period. It is anticipated that the requirement each year will be no less than 10,000 Plugs per annum.	£156,000.00

(as more particularly set out in the Itemised Costs at Appendix 1)

We confirm that we have not communicated and will not communicate with any person under any agreement or arrangement, the amount of this Tender and that the amount of this Tender has not been adjusted under any agreement or arrangement with any person.

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

The Form of Tender should be submitted by email in accordance with the Tender Submission Requirements and Conditions.

Name of Tenderer:..... 

Of:.....Micropropagation Services (EM) Ltd - Ley Springs, Loughborough Road,
East Leake, Leicestershire, LE12 6NZ.....
(if a limited company, please state address of Registered Office).

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

Date.....7/8/25.....

SUB-CONTRACTORS

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

The Tenderer is to include copies of all relevant insurance certificates for those sub-contractors listed below.

No sub-contractors may be used without the written consent of the Authority and compliance with its requirements.

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

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

<u>Sub-contractor</u>	None	<u>Section or nature of Works</u>
<u>Name and address</u>	N/A	<u>to be sub-let</u> N/A

APPENDIX 3: TENDER QUESTIONNAIRE (ABOVE THRESHOLD)

INVITATION TO TENDER (ITT) MFF162 2025-31 Supply and delivery of Sphagnum Moss plugs

YOU MUST BE REGISTERED ON THE GOVERNMENT'S CENTRAL DIGITAL PLATFORM, FIND A TENDER SERVICE, OR WE WILL NOT BE ABLE TO ACCEPT YOUR BID.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1 is not scored but is required information

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)(i)	Full name of the person or organisation submitting the information	Micropropagation Services (EM) Ltd
1.1(a)(ii)	Trading as....	Beadamoss®
1.1(a)(iii)	Find a Tender Service share code	bfp86tTH
1.1(b)(i)	Registered office address (if applicable)	Ley Springs, Loughborough Road, East Leake, Leicestershire, LE12 6NZ
1.1(b)(ii)	Registered website address (if applicable)	www.beadamoss.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	limited company
1.1(d)	Relevant classifications (state whether you fall within one of these) a) Voluntary Community Social Enterprise (VCSE) b) Small, Medium or Micro Enterprise (SME)	Small, Medium or Micro Enterprise (SME)

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.



Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.2(a)	Contact name	[REDACTED]
1.2(b)	Name of organisation	Micropropagation Services (EM) Ltd (Trading as BeadaMoss®)
1.2(c)	Role in organisation	Partnerships Manager
1.2(d)	Phone number	01509 856 295
1.2(e)	E-mail address	[REDACTED]@beadamoss.co.uk
1.2(f)	Postal address	Ley Springs, Loughborough Road, East Leake, Leicestershire, LE12 6NZ
1.2(g)	Signature (electronic is acceptable)	
1.2(h)	Date	04/08/25

Part 2: Grounds for Exclusion

Part 2(a): Mandatory Grounds for Exclusion

Please answer the following questions in full. If you cannot answer 'yes' to every question below it is very unlikely that your Tender will be accepted, and you should contact us for advice before completing this form.

Applicants and any sub-contractor or member of a consortium who are completing this form must complete the self-declarations in relation to this form on behalf of all connected persons and entities, in accordance with The Procurement Act 2023 and the Procurement Regulations 2024.



We certify that we are registered on the Government’s Central Digital Platform, Find a Tender Service, and that we are not considered an excluded supplier under any of the provisions in Schedule 6 of the Procurement Act 2023.

Yes

No

If you have answered “no”, please provide an explanation below.

Part 2(b): Discretionary Grounds for Exclusion

We certify that we are registered on the Government’s Central Digital Platform, Find a Tender Service, and that we are not considered an excludable supplier under any of the provisions in Schedule 7 of the Procurement Act 2023.

Yes

No

If you have answered “no”, please provide an explanation below.

Part 2(c): Sub-contractors

We certify that the subcontractor(s) we rely on to deliver this contract are, or will be by contract award, registered on the Government’s Central Digital Platform, Find a Tender Service, and are not an excluded supplier(s) under any of the provisions outlined in Part 2(a) (Excluded suppliers).

Yes

No

If you have answered “no”, please provide an explanation below.

N/A – No subcontractors will be used

We certify that the subcontractor(s) we rely on to deliver this contract are, or will be by contract award, registered on the Government’s Central Digital Platform, Find a Tender Service, and are not an excludable supplier(s) under any of the provisions outlined in Part 2(b) (Excludable suppliers).

Yes

No

If you have answered “no”, please provide an explanation below.

N/A - No subcontractors will be used

Please note that we will verify the information provided on to Part 2 with the Central Digital Platform.

We reserve the right to ask you to replace any sub-contractors that you are relying on to deliver the contracts that are excluded or excludable suppliers.



Part 3: Suitability Questions

Section 3.1	Technical and Professional Ability
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3.1 Relevant experience and contract examples

Please provide details of up to two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. If you cannot provide at least one example, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Contract 1	Contract 2
<p>Moors for the Future</p> <p>MFF 116 2021-2025 Supply and Delivery of Sphagnum Moss</p> <p>April 2021 – March 2025</p> <p>Contract for the supply of up to 8,000,000 plugs (up to 2,000,000 per year)— over the Contract Period.</p> <p>5,699,088 Sphagnum plugs were supplied over the contract period of multiple species mixes (Chunky Mix, Moorland Mix, and Pool Mix) as required.</p> <p>[REDACTED] (Senior Conservation Officer)</p> <p>[REDACTED]</p>	<p>RSPB Dove Stone</p> <p>RSPB Sphagnum Plug Supply</p> <p>November 2021 – March 2025</p> <p>Contract for the supply of 474,600 (with a potential for an additional 200,000) sphagnum plugs at RSPB Dove Stone in the North of the Peak District National Park.</p> <p>546,881 Sphagnum plugs were supplied over multiple Sphagnum species mixes over this period, including the Chunky Mix, Moorland Mix, and Pool Mix, as well as single species Sphagnum plugs.</p> <p>[REDACTED]</p> <p>Have been awarded subsequent contract by this organisation for supply of Sphagnum plugs in the 2025/2026 delivery season.</p>

4. Additional Questions

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

Section #	Additional Questions	
4.1	Insurance	
	Question	Response
	Please self-certify whether you already have, or can commit to obtain, on commencement of the contract, the levels of insurance cover indicated below for any one event	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Professional Indemnity Insurance can be

	<p>Employer's (Compulsory) Liability Insurance = £5 million Public Liability Insurance = £10 million Professional Indemnity Insurance = £1 million *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<p>obtained, but our insurers maintain that it to be unnecessary for the supplies we provide</p>
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4.2	Technical Capabilities	
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(a)	<p>Have you suffered from any of the following:</p> <ul style="list-style-type: none"> i) had any contract terminated early for breach of contract in the last 36 months (this applies to any contract you have operated, not just Authority contracts)? ii) had any contract amended or varied due to poor performance or contractual non-compliance in the last 36 months (this applies to any contract you have operated, not just Authority contracts)? iii) been subject to any performance or warning notices (or similar notices) issued by commissioners or other bodies regarding any contractual or performance issues? (this applies to any contract you have operated, not just Authority contracts)? <p>If your answer to any of the above is 'yes', please give details on a fully referenced separate sheet explaining what happened and what you have done to put matters right, and attach copies of any relevant correspondence with the relevant contracting authority or regulatory body. If you are unable to evidence what you have done to put matters right, your bid will fail.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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(b)	<p>Has the Bidder received any Court Action against it (or outstanding) in the last three years? (If yes, please provide details including name, address, description, reason for the action and remedies taken)</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4.3	Compliance with Equalities Legislation and Modern Slavery Act 2015
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<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>
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(a)	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal or an Employment Appeal Tribunal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b)	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A, no subcontractors
(c)	If you have an annual turnover of at least £36 million and are a relevant commercial organisation as defined in the Modern Slavery Act 2015, please confirm that you have published a statement and that you meet the requirements of Section 54 and any guidance issued under Section 54 of the Modern Slavery Act 2015.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A – our turnover is less than £36 million and we are not a relevant commercial organisation as defined in the Modern Slavery Act 2015.
4.4 Health and Safety		
(a)	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.5 General Data Protection Regulations		
	Question	Response
(a)	The General Data Protection Regulations which intend to strengthen and unify data protection for individuals came into force on 25 May 2018. Please confirm if you are aware of the obligations that apply to your organisation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

APPENDIX 4

NON COLLUSIVE TENDERING CERTIFICATE

To Peak District National Park Authority

Dear Sir / Madam

- I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).
- I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:
 - 1) enter into any agreement or agreements with any other person that they shall refrain from tendering to Peak District National Park Authority or as to the amount of any offer submitted by them; or
 - 2) inform any person, other than Peak District National Park Authority as part of this tender process, of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
 - 3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
 - 4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
 - 5) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.
 - 6) I/we hereby certify that I/we have not canvassed any member, officer, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.
- I/we further hereby undertake that I/we will not canvass any member, officer, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.
- In this Certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed

Director

For and on behalf of Micropropagation
Services (EM) Ltd (Trading as BeadaMoss)

Signed

Partnerships Manager

For and on behalf of Micropropagation
Services (EM) Ltd (Trading as BeadaMoss)

