

**Frome WEG
WEG047-2018-2315**



SEVERN
RIVERS TRUST

INVITATION TO TENDER FOR:
SECURING OF ENVIRONMENTAL PERMITS AND CONSTRUCTION OF A TECHNICAL FISH PASS

The Severn Vale Waterscape: enhancements for migratory fish

Location: Whitminster Weir

River Frome, Gloucestershire

FUNDED BY: ENVIRONMENT AGENCY WATER ENVIRONMENT GRANT SCHEME

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1. Overview & Background

1.1 Overview

Severn Rivers Trust is a registered environmental charity whose objectives are to improve the River Severn, its tributaries, and the Severn Catchment across both England and Wales. Severn Rivers Trust delivers its work through grant funded projects to make physical improvements to the river catchments (such as installing fish passage solutions and initiating tree planting schemes) as well as providing education and advice to local communities and businesses.

1.2 Project Background

The River Frome is a valuable watercourse for fish and aquatic biodiversity, connected directly to the Severn Estuary Special Area of Conservation. Fragmentation of the river corridor has occurred through construction of weirs and sluices for milling and water level management over a long period of history. As a result, major barriers to fish migration have been created which restrict the movement of all migratory fish species into the river from the estuary, along with fragmenting populations of freshwater fish in the river. The most significant of these barriers in the lower catchment is at Whitminster weir. This is a Canal and Rivers Trust (CRT) owned asset which comprises four tipping gates and a hatch used to create suitable upstream water levels for abstraction. Due to the 2.66m head drop, salmon, sea trout and river lamprey are completely prevented from accessing the River Frome upstream of Whitminster weir at present. Upstream movements of endangered European eel are also seriously hampered by this barrier.

Severn Rivers Trust has initiated a programme of works to remediate this barrier to fish migration with the best possible solution for the fish community given the constraints of the site. Earlier stages of this project produced a feasibility study and options appraisal for fish passage along with a set of detailed construction drawings which are being finalised by the end of January 2021. Due to the small amount of land available, a technical fish pass option was identified as the most viable intervention. The form of this is a twin flight Larinier fish pass with intermediary resting pool to overcome gradient over a short distance, finished with a short bypass channel exiting upstream of the weir structure.

The selected option has been designed to use the Q95 compensation flow of 0.145 m³/s⁻¹ set by the regulatory authorities for discharge downstream of the weir and in agreement with CRT for meeting requirements for water abstraction upstream.

All supporting information including site reports and design drawings can be found in the Dropbox link [HERE](#). Please note, the final designs will be added by the end of January 2021, the current drawings are sufficient for a bill of quantities and construction costs.

1.3 The grid reference for the site is:

SO 76030 08830 and address is Whitminster Weir, Whitminster Lane, Wheatenhurst, Whitminster, Stroud, Gloucestershire. **GL2 7PN**.

2. Definitions

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

‘the **Trust**’ shall mean the Severn Rivers Trust.

‘**Client**’ shall mean the Severn Rivers Trust, for whom the project is carried out.

‘**Nominated Officer**’ shall mean **Senior Fisheries Officer** for the Severn Rivers Trust or such other officer as the Trust may nominate.

‘**CDM**’ shall mean the Construction (Design and Management) Regulations 2015

‘**Delivery Site**’ shall mean **Whitminster Weir, Gloucestershire**.

‘**Tenderer**’ shall mean the person/company submitting a Tender to the Client and where a Tenderer consists of more than one person obligations and submissions shall be deemed to have been made jointly and severally and the masculine gender shall include all other genders. Tenderer shall refer to all possible applicants including Principal Designer, Designer, Principal Contractor or Contractor.

‘**Contractor**’ shall mean those who are selected from the Tender process to deliver the actual work.

‘**Method Statement**’ shall mean the method statement forming part of the tender specific to the Works.

‘**Risk Assessment**’ shall mean the risk assessments forming part of the tender specific to the Works.

‘**Works**’ shall mean the work to be performed and the services to be provided as described in the Tender Documentation, together with any alterations and amendments that are made in accordance with these conditions.

‘**Landowner**’ shall mean the Canal and Rivers Trust.

3. Objectives

The successful Tenderer will be expected to deliver the work set out in Section 4, on time and to budget. The overall objective of the works is to create effective multi-species fish passage at Whitminster Weir on the River Frome in Gloucestershire. The current deadline for the work is September 30th, 2021.

4. Specification of Required Works

Undertake all necessary activities to obtain all relevant consents and undertake civils engineering to install the proposed fish passage solution as described below.

1. Environmental Works consents

Apply for and secure the following consents prior to construction of the fish pass:

- Environment Agency Flood Risk Activity permit (FRAP) and Flood Risk Assessment as necessary
- Environment Agency Water Transfer/Abstraction Licence
- National Fish Pass Panel approval
- Natural England application for the purpose of Habitat Regulations Assessment (HRA)
- Any additional licences required as deemed appropriate for the construction (i.e. waste transfer licence to remove spoil). Should permitted development not be granted then this will include gaining planning permission too.

A formal process for construction permission and design review has begun with the landowner, Canal and Rivers Trust. The successful tenderer will engage with processing and signing the required documents to finalise agreement of designs and programme of works with CRT engineers and property managers.

An application has been made to Stroud District Council for permitted development rights at this site. All relevant information will be shared with the successful tenderer.

2. The Construction

The following deliverables refer to design documents that can be found in the Dropbox folder mentioned in Section 1.2. The final construction drawings are still in preparation and will be added to the folder by the end of January 2021. However, the current drawings should be sufficient for development of a tender return and we do not anticipate any major changes to the drawings. The Construction element of the works shall require the following:

- Undertake a ground services check for CRT assets in the area affected by the fish pass
- Undertake ground Investigations in the area affected by the fish pass
- Construct the fish pass design as shown in the General Arrangement document TVO-ZZ-XX-DR-Y-2000 (as amended by final designs)
- Deliver construction to the specifications determined in construction drawing series TVO-ZZ-XX-DR-Y-2001 through to TVO-ZZ-XX-DR-Y-2005 to ensure flow values are $0.145 \text{ m}^3/\text{s}^{-1}$ at Q95 through the fish pass.

4.1. Preliminaries – Pre-Construction Phase

- 4.1.1. The Principal Designer or Designer (as applicable) shall review, prepare and/or modify all designs to eliminate or control foreseeable risks during the Construction Phase, and maintenance of the Works after completion of the Works.
- 4.1.2. The Principal Designer or Designer (as applicable) shall work alongside the Client prepare pre-construction phase plan.
- 4.1.3. The Principal Designer or Designer (as applicable) shall plan, manage, monitor and coordinate health and safety in the pre-construction phase of the Works.
- 4.1.4. Where a Principal Designer is employed, this shall include identifying, eliminating and controlling foreseeable risks; and ensuring designers carry out their duties.
- 4.1.5. The Principal Designer or Designer (as applicable) shall prepare and provide relevant information to other duty holders and members of the project team to help them fulfil their duties.
- 4.1.6. The Principal Designer or Designer (as applicable) shall provide relevant information to the Principal Contractor or Contractor (as applicable) to help them plan, manage, monitor and coordinate health and safety in the Construction Phase.
- 4.1.7. If a Principal Designer is appointed, they shall organise cooperation between all contractors and coordinate their work.
- 4.1.8. Where multiple Contractors shall be involved in the Works, the Principle Designer shall prepare and update a Health and Safety File that shall be provided in hard copy to the Client at the completion of the Works.
- 4.1.9. The Principal Designer or Designer (as applicable) must hold and provide evidence of Employers and Public liability insurance to the value of £5,000,000. Copies of these must be submitted with this tender.

4.2. Preliminaries – Construction Phase

- 4.2.1. The Principal Contractor or Contractor (as applicable) shall plan, monitor and coordinate the Construction Phase.
- 4.2.2. The Principal Contractor or Contractor (as applicable) shall liaise with the Client and Principal Designer or Designer (as applicable).
- 4.2.3. The Principal Contractor or Contractor (as applicable) shall prepare the Construction Phase Plan
- 4.2.4. If a Principal Contractor is appointed, they shall organise cooperation between all contractors and coordinate their work. They shall also check the competence of all Contractors.
- 4.2.5. The Principal Contractor or Contractor (as applicable) shall ensure site security.

- 4.2.6. It is essential that there is no waste of materials; the Principal Contractor or Contractor (as applicable) will be expected to manage operations to minimise waste.
- 4.2.7. The Delivery Site should be secured with no access for the public. Equipment and fuel left unattended or remaining at the Delivery Site overnight is left so at the Contractor's risk. Principal Contractor or Contractor (as applicable) are responsible for sourcing appropriate locations to accommodate their equipment and operatives whilst the Works are not being undertaken including the provision of safe storage.
- 4.2.8. All fuels or flammable substances, which are to remain at the Delivery Site while the Works are not being undertaken, must be adequately secured to prevent unplanned fires.
- 4.2.9. The Principal Contractor or Contractor (as applicable) must hold and provide evidence of Employers and Public liability insurance to the value of £10,000,000. Copies of these must be submitted with this tender.
- 4.2.10. All waste resulting from the Works is the responsibility of the Principal Contractor or Contractor (as applicable). This waste must be collected and removed from the Delivery Site and disposed of appropriately off site. This is to ensure that no waste material remains on the Delivery Site when the Works are completed.
- 4.2.11. All/any hazardous waste must be handled in accordance with the Hazardous Waste Regulations 2005.

4.3. Health and Safety

- 4.3.1. The Trust's Health and Safety Policy and procedures shall always be adhered to by the Tenderer whilst undertaking the Works. Copies of the Policy and Handbook of any Tenderer are available to the Client on request. The Tenderer shall exceed or at least adhere to the Trust's requirements, duties and responsibilities.
- 4.3.2. The Tenderer shall be responsible for the health and safety implications of all operations to complete the required Works.
- 4.3.3. The Tenderer must be aware that there is always potential public access and as such the Tenderer may be approached by the public at any time during any site visits.
- 4.3.4. The Tenderer must prepare a site risk assessment to cover site visits, engagement with the public and safeguards against spreading of any potential COVID 19 infection.

4.4. Specification

- 4.4.1. The Nominated Officer will identify the Delivery Site so that the Tenderer can visit the site and satisfy himself on the location and requirements before a Tender is submitted.
- 4.4.2. Neither this invitation to Tender nor an acceptance constitutes a permission or consent to undertake the Works. The Tenderer will be responsible (and liable) to ensure that all required

consents and permissions are identified and obtained and all conditions of such consents or permissions are complied with and supply evidence of such.

4.4.3. The Tenderer agrees to comply with and abide by any conditions or instructions that may be imposed or required as a condition of obtaining such consent.

4.4.4. The Tenderer will provide a complete and inclusive breakdown against a forecast schedule of works of all costs quoted. It is acceptable that certain assumptions be costed when responding to the Tender invitation with the expectation by the Client that any works ultimately not required will be subtracted from the original quotation and reflected as such in the final invoice.

4.4.5. A separate breakdown of costs inclusive of VAT is required for each site.

4.4.6. Whilst the works are expected to be complete by the **31st September 2021**, the Tenderer agrees to continue any outstanding work required outside of this period and at no additional costs to ensure that complete and full feasibility studies and Detailed Designs are complete.

4.4.7. Any costs quoted by the Tenderer must include VAT.

4.4.8. The Tenderer will be required to attend an initial works meeting with the Nominated Officer to agree a schedule of works and will be expected to provide regular updates of progress.

4.4.9. All required work must be completed by **31st September 2021**.

5. **Environmental Considerations**

5.3. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other Acts are not to be harmed or their habitat damaged.

5.4. Any public complaints must be immediately reported to the Nominated Officer.

5.5. The Delivery Site must be left clean and tidy at all times.

5.6. All gates to be closed regarding access and egress to/on the Delivery Site where necessary to ensure security.

Section 2: Information and Instructions for Tendering

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions, in any particular way, may be rejected by the Trust, whose decision on the matter is final.

1. Invitation to Tender

- 1.1. The Trust is seeking tenders from suitably experienced and equipped consultants and/or contractors and those who can demonstrate an ability to undertake the works in a professional manner to undertake the Works required, pursuant to the particulars described in Section 1.

2. Basis of Tenders

- 2.1. Tenders are being invited from a selected list and from the wider community.

3. Scope of Tender

- 3.1. Tenders are being invited on the basis of undertaking and completing the whole of the Works.

4. Contract Period

- 4.1. Tenders are invited for a period of a single task. All works must be completed before **30th September 2021**.
- 4.2. A **PO number** must be requested from Wildfowl and Wetlands Trust prior to submitting an invoice. Please request this from anna.henderson@wwt.org.uk and copy in ed.noyes@severnriverstrust.com
- 4.3. All invoices must be delivered to Anna Henderson at the Wildfowl and Wetlands Trust, Slimbridge, Glos. GL2 7BT at no later than **15th October 2021** and must include the reference code **WEG047-2018-2315 along with the allocated PO number**.

5. Tenderers to visit

- 5.1. Tenderers are invited to visit the Delivery Sites to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so before submitting a Tender.
- 5.2. Arrangements for any such visit can be made with the Nominated Officer by email – ed.noyes@severnriverstrust.com

6. Presentation to the Trust

- 6.1. All selected Tenderers may be asked to make a presentation to the Trust on methods proposed for the performance of the Works.

7. Tender queries

- 7.1. Tenderers are advised to study the Conditions of Contract, Specification and all other documentation provided by the Trust. The whole of these documents should be read and their true intent and meaning ascertained before submitting a Tender. Tenderers should seek to clarify any points of doubt or difficulty (including any apparent ambiguities, errors and omissions in the tender documents) with the Trust through its Nominated Officer prior to submitting a tender. For this purpose please contact the Nominated Officer at ed.noyes@severnriverstrust.com
- 7.2. Deadline for Queries – **19th February 2021**

8. Errors in completed tenders

- 8.1. Where examination of a tender reveals arithmetical errors these will be corrected on the basis that the rates entered into the Schedule of Rates are correct and the Tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its tender within 7 days.

9. Period of Validity

- 9.1. Tenderers are required to keep Tenders valid for acceptance for a period of 30 working days from the closing date for receipt of tenders.

10. Tendering procedure

10.1. The Tender shall be made on the Form of Tender enclosed. It must be completed and signed by the Tenderer in ink and accompanied by the following information:

10.1.1. Experience and knowledge of the Works described in Sections 3 and 4, including suitable references.

10.1.2. Experience of the role required by the Client i.e. Principal Designer, Designer, Principal Contractor or Contractor.

10.1.3. Organisation and Method of Working (including Method Statements, risks assessments and CDM information)

10.1.4. Analysis of Resources

10.1.5. Schedule of Rates

10.1.6. Details of any part of the Works to be sub-contracted

10.1.7. Copies of all Insurance Certificates, for the supplier and any sub-contractors in accordance with this Tender as applicable.

10.1.8. Case studies/examples of similar Works

10.2. The Form of Tender must be signed, where the Tenderer is an individual, by that individual; where the Tenderer is a partnership, by two duly authorised partners; where the Tenderer is a company, by two directors or by a director and company secretary, such persons to be duly authorised for the purpose. To nominate another individual please confirm with the Nominated Officer.

10.3. No tender will be deemed to be received unless:

10.3.1. Received either electronically by the Nominated Officer at the email address supplied in section 7.1 or by post, by the deadline.

10.3.2. The envelope bears no name or mark indicating the sender. If delivered by hand a receipt will be issued.

10.3.3. Tenders must be delivered to the following address on between the hours of 9.00 am and 4.30 pm or sent by post bearing the correct postage and addressed in either case to:

Severn Rivers Trust
Unit 3, Hope House Farm Barns
Hope House Lane
Martley
Worcestershire
WR6 6QF

10.4. **THE DEADLINE FOR RECEIPT OF TENDERS IS 4.30PM ON 22nd February 2021**

10.5. Proof of posting will not be accepted as proof of delivery if the tender fails to arrive at the stipulated address before the specified time.

10.6. No tender received after the specified time shall be considered. Any such tender shall be returned promptly to the Tenderer by the Nominated Officer who may open the tender only to ascertain the name and address of the Tenderer.

11. Tender evaluation

11.1. The Trust will be conducting a full financial and technical evaluation of all tenders. Due to the time constraints of the grant body, the Trust will also be evaluating based on an ability to commence and complete in sufficient time.

11.2. Tenders will be evaluated in accordance with the following:

11.2.1. Products and services shall be competitively priced, readily available and fit for their intended purposes, bearing in mind health and safety or other legislative requirements.

11.3. In the evaluation of Tenders the following will apply:

- a) Experience of similar Works
- b) Suitable knowledge and working experience of evaluating barriers to fish migration, fish passage solutions and construction, environmental consents and permissions for river restoration project works
- c) Method Statement and Resources
- d) Other Items
- e) Written technical and financial references may be requested and considered as part of the evaluation procedure.

11.4. The Trust may also seek clarification in respect of the Method Statement and Resources Analysis in various ways including but not limited to:

- a) Site visits
- b) Interviews with key personnel who would be assigned to the Contract and appropriate Senior Managers of the Company.

12. Basis of Tender

The Tenderer shall show the Tender sum for the actual Works inclusive of VAT.

The Tender must include value of all of the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Conditions and to assume all express and implied risks, liabilities and obligations imposed by the Conditions, the Specification and all other documents forming part of the Tender documentation.

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

13. Sub-contracting

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

13.2. The Trust's prior written approval must be obtained before any part of the Works is sub-contracted. The Trust reserves the right to refuse such approval as its absolute discretion.

13.3. An approved sub-contractor must give a direct warranty and undertaking to the Trust but the Tenderer will nonetheless remain primarily liable for carrying out and completing the Works.

13.4. Should any sub-contracting be required, the Tenderer shall assume the role of Principal Designer or Principal Contractor as appropriate.

14. Award of Contract

14.1. The Trust expects to award the Contract within 10 working days of accepting a tender but reserves the right to delay awarding the Contract to a later date for any reason.

14.2. The successful Tenderer will be required to execute a formal contract incorporating the Conditions and until such execution, the successful Tender together with the Trust’s written acceptance shall constitute the contract.

15. Health and Safety

Tenderers will be required to comply with the Health and Safety at Work Act 1974, Construction (Design and Management) Regulations 2015 and all other regulations made under and after the Act and all other legislation and regulations relevant to the performance of the contract.

16. Obligations

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

17. Accuracy

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

18. Confidentiality

All information supplied by the Trust in connection with this invitation to tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

19. Canvassing

Tenderers face automatic disqualification if they canvass for the Contract by approaching the Trust or Officer of the Trust with a view to gaining more favourable consideration of their Tender. Tenderers should state whether Board Members or Officers of the Trust have any direct or indirect interests in their company.

20. Late Tenders

Tenders received after the closing time and date stated above will not be considered unless by prior arrangement with the Nominated Officer via email - mike.winstanley@severnriverstrust.com

21. Definitions

The words defined in the Conditions and Specification shall have the same meaning in these instructions.



Signed..... ..

Nominated Officer

Section 3. Form of Tender

(To be completed by the Tenderer and returned to the Nominated Officer relating to the supply of the Works).

We offer to execute the whole of the works described in your Invitation to Tender Specification [ENTER DATE] for [ENTER PROJECT NAME]

Total all-inclusive tender for each of the works inclusive of VAT:

Works: [PROJECT NAME]

£pounds and pence

[ADD LINES FOR ADDITIONAL COMPONENTS BEING QUOTED FOR OR DELETE THIS]

We confirm

(i) That we have not communicated and will not communicate to any person under any agreement or arrangement, the amount of this Tender. (ii) That the amount of this Tender has not been adjusted under any agreement or arrangement with any person. (iii) Having examined the Conditions of Contract and Specification for the above mentioned works we offer to complete the whole of the Specification for the Delivery Site for such as may be ascertained in accordance with the said Conditions of Contract. (iv) We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in this Tender. (v) Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us. (vi) We understand that you are not bound to accept the lowest or any tender you may receive. (vii) We understand that Work on this Delivery Sites may not take place even after the Contract has been awarded depending upon Consent.

Name of Firm: _____.

Address: _____

Post Code _____ Tel No _____

VAT No _____

If a Limited Company, please state address of Registered Office;

Signature

The Tender to be enclosed and sealed in an official addressed envelope and delivered by **not later than [ENTER DATE]**

Note: Any Tender received after this date will not be considered**

Itemised:

General Items and Preliminaries:-						
Works Required		No.	Rates £'s	Cost (ex VAT)	VAT	Total Cost £'s
Items	Contractual Requirements					

Note: Please photocopy and use additional sheets as necessary.

Time Schedule:

Proposed Start Date	
Proposed Completion Date	

SUB CONTRACTORS

(To be completed by the Principal Designer and/or Contractor)

The Principal Designer or Principal Contractor shall indicate the names and addresses of those firms to whom he proposes to sub-let any portion of the work included in this tender.

- (i) The Principal Designer or Principal Contractor is to include copies of all relevant insurance certificates for those Designers or Contractors listed below.
- (ii) No sub-contractors may be used without the written consent of the Trust, or without the insurance documents having been vetted and approved by the Trust.
- (iii) Any other sub-contractor must not be utilized without the prior consent of the Nominated Officer.
- (iv) Only sub-contractors with substantial experience of remote and sensitive working and with prior experience in this particular type of work may be considered.
- (v) The Trust requires that the Contractor submit a full resume of the sub-contractors experience.

The Trust reserves the right to reject any proposed Sub-Contractor.

If no subcontracting is to be undertaken simply state none below.

Sub-Contractor _____

Section or nature of the work to be Sub-let _____

Names and Address _____

Signature

Address

Date

