

Chesterfield Canal Trust:

Main Works - Invite To Tender

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1 INTRODUCTION

1.1 Background

- 1.1.1 The Client, the Chesterfield Canal Trust (CCT), aims to promote the full restoration and appropriate development of the Chesterfield Canal. At the height of its dereliction, the canal had been reduced from a navigable length of 46 miles and 65 locks to only 26 miles and 16 locks. Since 1989, 12 miles and 37 locks have been restored, with only an 8.5-mile gap between Staveley and Kiveton remaining.
- 1.1.2 In 2019, the UK Government launched the Towns Fund, a scheme whereby 101 towns around the country were invited to bid for up to £25m for regeneration projects. Staveley was selected as one of those towns to receive funding and a portion of the £25m was dedicated to the canal restoration. A letter from the Staveley Town Deal manager which confirms the funding allocation can be found in **Appendix 1**.

1.2 Description of the Works

- 1.2.1 This Main Works package will restore around 350m of canal and associated works.
- 1.2.2 In summary this will include the construction of canal channel, a lock, vehicle access bridge, the creation of Public Rights of Way (PROW) and the installation of a water supply pumping system.
- 1.2.3 An overview of the works is listed below. The full Scope, including technical specification and drawings, are included in the Contract which can be found in **Appendix 2**.

Scope of Works

- Groundworks
 - Strip existing topsoil and stockpile
 - Installation of necessary temporary access roads and hardstanding areas to facilitate the proposed construction methodology
 - Implement agreed temporary protection measures to utilities
 - Excavation to formation levels
 - Testing of excavated materials as required by the remediation strategy
 - Stockpiling on site of suitable excavated material
 - Disposal off site of any materials deemed unsuitable
 - Installation of drainage
 - Placing excavated and imported materials to final profiles, including topsoil
 - Any other temporary works required to facilitate the proposed construction methodology, including the design of all such temporary works
- Canal
 - Construction of 350m of canal channel, including soft and hard edging
 - Install pumping system for water supply
 - Canal overflow

• Bellhouse Lane Bridge (BHL Bridge)

- Construction of new vehicular access bridge
- Excavation to formation and construction of bridge foundations
- Fabrication, delivery, assembly and installation of precast culvert
- Formation of earth approach ramps
- Road surfacing, vehicle restraint system and drainage to bridge
- Surfacing and drainage to footpath approaches
- Lock
 - Construct new lock structure, including in-situ concrete, coping stones and brick facing
 - Manage installation of lock gates (via nominated supplier)

- Rights of Way
 - Constructing and / or maintaining temporary rights of way, including farm access
 - Construction, realignment or upgrade of 2.2km of footpaths
 - Removal of temporary footpaths and associated reinstatement
 - Installation only of new fingerboard signage for pedestrian routes

• Soft and Hard Landscaping

- Clay Relocation
 - Movement and placement of clay
 - Reworking of clay as per Earth Works Spec Report for clay liner
- CDM
 - Fulfilment of the Principal Contractor role as defined under CDM Regulations 2015

1.3 Packages of Works

- 1.3.1 Due to external factors, the Scope of Works is divided into 2 packages. The packages are outlined below:
 - Package 1: All works not in package 2.
 - Package 2 (Optional): All works north of the Jessop land boundary and all works above towpath level to the south of the land boundary, with the sole exception of the precast concrete culvert which is to be priced in package 1.
- 1.3.2 Both packages should be priced and included in the tender submission, with costs for each package clearly identifiable. The cost for packages 2 should be priced 'below the line'. This is clear within the Pricing Schedule in **Appendix 3**.
- 1.3.3 Package 2 is optional and is dependent on acquiring land from a third-party landowner which is currently under negotiation. If the land is acquired in time to be constructed as part of this project, then package 2 will be instructed through the mechanisms within the Contract.

1.4 Target Cost

1.4.1 The target cost for the entirety of the works is £2,900,000.

1.5 Other works the Client is undertaking prior to the Main Works

- 1.5.1 The Client is to undertake various works in the interim between this tender being issued and the appointed Contractor beginning on site. These are included for awareness and will not impact the delivery of the Scope of Works for the Main Works package.
- 1.5.2 The planned works are:
 - Stockpiling of clay
 - Landscaping of the Enabling Works areas
 - Creating a temporary footpath east to west
 - Vegetation clearance around Network Rail structures
 - Severn Trent protection measures
- 1.5.3 **Stockpiling of Clay:** Circa 40,000 tonnes of clay will be stockpiled outside of the Working Areas on the land to the east of Bellhouse Lane for use in future canal restoration works. Circa 60,000 tonnes of clay will be stockpiled along the route of the Cuckoo Way from chainage 385 to a point close to the river Doe Lea. The new towpath in this section will be constructed on top of the stockpiled clay and is detailed further in S 2770 of the Scope within **Appendix 2**.

- 1.5.4 **Landscaping of Enabling Works:** Seeding and planting of the completed areas of the Enabling Works will take place before August 2025. This is namely around the TPT Bridge abutments.
- 1.5.5 **East to west temporary footpath:** To create the haul road required for the clay works described in 1.5.3 a section of FP 71 needs to be closed and a temporary footpath created. The footpath is detailed within S 215 of the Scope within **Appendix 2** is to be created by Others before August 2025 however it does form part of this package of works to remove it.
- 1.5.6 **Vegetation clearance around Network Rail structures:** Some minor vegetation clearance is to take place to further expose the structure of the disused railway bridge between chainage 20 and 90.
- 1.5.7 **Severn Trent protection measures:** Severn Trent have proposed to lower the 500mm water main near Bellhouse Lane to provide sufficient depth beneath the canal channel. The works are yet to be designed or programmed but are anticipated to be complete before August 2025.

1.6 Instruction to Tenderers

- 1.6.1 Please read this ITT and supporting information carefully and ensure that you are fully familiar with the nature and extent of your obligations if you are successful.
- 1.6.2 Failure to provide all the information required or to meet the requirements of this document may result in your tender not being considered.
- 1.6.3 The appended Form of Tender must be signed by a company director, or such person suitably authorised. Failure to return the signed Form of Tender will render the submission non-compliant.
- 1.6.4 If you intend to provide a submission, please notify Jon Lindley, via email (details available in Section 1.10.2).

Event	Date
Appointment	7 March 2025
Discharge of planning permissions (8 weeks)	24 March to 16 May 2025
Clay move and stockpiling (works by Others)	January to August 2025
Start on site	August 2025
Works north of the Jessop land boundary (if instructed as part of package 2)	Not to start before 30 September 2025
Approximate construction period	August 2025 to June 2026

1.7 Programme – Key Dates

1.8 Site Visit

- 1.8.1 It is highly recommended that you conduct a site visit to familiarise yourself with the site. The site is accessible from Public Rights of Way.
- 1.8.2 The Client will be hosting a site visit on 3 or 4 December 2024. This is an opportunity for all Contractors who have confirmed their intention to bid to attend the site with the Client.
- 1.8.3 If you intend to attend the Client hosted site visit, please notify Jon Lindley, via email (details available in Section 1.10.2).

1.9 Contract

- 1.9.1 This appointment will be made under an NEC4 Engineering and Construction Contract, Option A.
- 1.9.2 A draft of the Contract can be found in **Appendix 2**. Contractors are to confirm that they accept the Contract details (Contract Data Part 1, Z Clauses and Scope) on the Form of Tender in **Appendix 4**. The

aim of this is to expedite contract negotiations to be able to enter in to contract promptly upon appointment. If required, an updated Scope will be issued mid tender to factor in any clarifications raised.

1.9.3 If the contract start date is delayed 'X1: Price adjustment for inflation' will be included within the contract to allow for a fair increase in prices.

1.10 Administration and Management of the Contract

1.10.1 The works described will be procured and let by the Chesterfield Canal Trust Ltd. Unless otherwise notified in writing, the CCT responsible person will be:

Name	George Rogers CEng MICE	
Role	Role Project Director – Staveley Towns Fund	
Address	Chesterfield Canal Trust Ltd, 6 The Stables, Staveley Hall, Staveley Hall Drive, Staveley, Chesterfield, S43 3TN	
Phone	07907 417604	
Email	development@chesterfield-canal-trust.org.uk	

1.10.2 If Contractors have any queries during the tendering process, they are directed to the Project Lead. The Project Lead will be the NEC4 PM and primary interface between the CCT and Contractor once appointed.

Name	Jon Lindley
Role	Project Lead – Staveley Towns Fund
Address	Chesterfield Canal Trust Ltd, 6 The Stables, Staveley Hall, Staveley Hall Drive, Staveley, Chesterfield, S43 3TN
Phone	07891 624755
Email	j.lindley@chesterfield-canal-trust.org.uk

2 PROCUREMENT PROCESS

2.1 Procurement Strategy

- 2.1.1 The procurement process will consist of a single stage submission followed by an interview.
- 2.1.2 The top 3 scoring Contractors will be invited to interview. The Client reserves the right to invite additional Contractors to interview.
- 2.1.3 Submissions will be scored in accordance with the criteria contained in Section 3.
- 2.1.4 The Client will not defray any monies expended by the Contractors in preparing or submitting a return or negotiating a contract.
- 2.1.5 Submissions will be valid for a period of sixty (60) days from the deadline for submission. During that period the return will remain binding upon the Contractor and may be accepted at any time before the expiration of that period.

2.2 **Procurement Enquiries**

- 2.2.1 Enquiries regarding this ITT should be directed to Jon Lindley, details available in Section 1.10.2.
- 2.2.2 All enquires or technical queries will be captured on a Schedule of Clarifications, which will be issued to all Contractors who have expressed an interest. Contractors are to state if they wish their enquiry to be classified as confidential.

2.3 **Procurement Timetable**

Event	Date
Issue of ITT	21 November 2024
Client hosted site visit	3 or 4 December 2024
Final date for raising clarifications	20 December 2024
Final date for responses to clarifications	10 January 2025
Deadline for submission	28 January 2025 (1300)
Notification of Contractors invited to interview	11 February 2025
Interviews	18/19 February 2025
Notification of Contractor appointed	21 February 2025
Standstill period ends	7 March 2025

2.4 Compliant Bid

- 2.4.1 To be a compliant bid the Contractor must provide the following:
 - Completed Contract Data Part 2 (Appendix 2)
 - Completed Pricing Schedule (Appendix 3)
 - Completed Selection Questionnaire (Appendix 5)
 - Answers to the Quality Questions (Appendix 6)
 - Signed Form of Tender (Appendix 4)

3 EVALUATION

3.1 Introduction

- 3.1.1 Information on the evaluation is provided for clarity and to ensure transparency in the scoring methodology. Submissions will look at both financial and quality / suitability factors. The submissions will be evaluated consistently and objectively according to the defined scoring system below.
- 3.1.2 The tender submissions will be appraised by a panel of 5. Progression to the next stage will be made solely at the discretion of the evaluation panel.

3.1.3 Criteria Weighting:

Criteria	Weighting
Cost	30%
Answers to Quality Questions	70%

3.1.4 The Client is not bound to accept the lowest priced submission, or any submission received if it is deemed none meet the quality threshold.

3.2 Selection Questionnaire

- 3.2.1 The Selection Questionnaire (SQ) has been prepared under the guidance of <u>PPN 03/24: Standard</u> <u>Selection Questionnaire</u> in accordance with the <u>Public Contracts Regulations 2015</u> (PCR 2015).
- 3.2.2 The SQ asks Contractors to self-declare their status against mandatory exclusion grounds under PCR 20215. If any of the mandatory exclusion grounds are failed the Client reserves the right to disregard the submission. The SQ can be found in **Appendix 5.**

3.3 Quality

- 3.3.1 The qualitative element of the tender is determined by the responses to the Quality Questions and will be scored as set out below. The Quality Questions can be found in **Appendix 6.**
- 3.3.2 The evaluation panel will score the Quality Questions using the scoring system 0-5 as per the scoring criteria below. This is the 'Score'.

3.3.3 Score Weighting:

Question	Weighting
1 – Case Studies	20%
2 – Construction Methodology	40%
3 – Project Resourcing	5%
4 – Social Value	10%
5 – Quality, Safety and Environment	5%
6 – Value Engineering	15%
7 – Risk Management	5%

3.3.4 Scoring Criteria:

Score	Description
0	No answer provided.

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1	Very weak answer , providing little or no evidence of the Contractor's technical and professional experience of delivering the Scope. Did not answer all parts of the question.	
2	Weak answer , with limited evidence of the Contractor's technical and professional experience of delivering the Scope. Did not answer all parts of the question.	
3	Satisfactory answer , all parts of the question answered, with some evidence of the Contractor's technical and professional experience of delivering the Scope to a reasonable standard.	
4	4 Good answer , all parts of the question answered, providing good evidence of the Contractor's technical and professional experience of delivering the Scope to a good standard.	
5	Excellent answer , all parts of the question answered, providing clear and convincing evidence of the Contractor's technical and professional experience of delivering the Scope. Met and exceeded the expectations and requirements.	

- 3.3.5 Through a facilitated workshop the evaluation panel will agree a consensus 'Score' for each question based on the scoring criteria above.
- 3.3.6 The consensus 'Score' will then be converted to a weighted score using the weightings above. The maximum weighted score available is 70.

3.4 Cost

- 3.4.1 The Client reserves the right to disregard any submission which is 25% or more above the target cost of £2,900,000.
- 3.4.2 The tender costs submitted will be normalised and the lowest priced normalised submission achieving the full 30 marks.

4 APPENDICES

Appendix 1: Letter of Funding Confirmation from the Staveley Town Deal

Appendix 2: Draft Contract Pack. Including:

- RS01-STF-ECC-102-1 [company] NEC4 ECC Form of Agreement [DRAFT 2024.09.27]
- RS01-STF-ECC-102-2 [company] Contract Data Part 1 [DRAFT 2024.11.19]
- RS01-STF-ECC-102-3 [company] Contract Data Part 2 [DRAFT 2024.09.27]
- Appendices to the Contract Data
 - Appendix A RS01-STF-ECC-102-4a [company] Z Clauses [DRAFT 2024.09.27]
 - Appendix B RS01-STF-ECC-102-4b [company] Scope [DRAFT 2024.11.21]
- RS01-STF-ECC-102-XX [company] PCG [DRAFT 20243.09.27]
- RS01-STF-ECC-102-XX [company] Collateral Warranty [DRAFT 2024.09.27]

Appendix 3: Pricing Schedule

Appendix 4: Form of Tender

Appendix 5: Selection Questionnaire

Appendix 6: Quality Questions