

Chesterfield Canal Trust Project Brief:

Doe Lea Valley - Environmental Framework



Version	1
Date of Issue	16 th May 2024
Date of Tender Return	31 st May 2024

Summary

The river Doe Lea has suffered a lot with the industrial legacy of north Derbyshire & north Nottinghamshire, particularly from mining and the rapid expansion of communities to serve the mines and other industry. Significant effort has been invested in the last 40 years in cleaning up the river, but there remains a lot to do.

Through the Don, Dearne & Rother Network catchment partnership, interested parties have been meeting to share their plans and ambitions for the catchment. It is clear to these parties that there are significant opportunities for partnership working on a catchment scale to expand the scope of intervention and deliver real positive changes to the river environment and the wider catchment.

To inform the work above, on behalf of the potential partners, the Chesterfield Canal Trust is seeking consultants to prepare an Environmental Framework for the Doe Lea Valley and to develop an Action Plan for the delivery of a first trial phase.

Subject to funding and endorsement by the potential partners, further work will be commissioned at a later date to monitor and evaluate the success of interventions and to refine and develop the Action Plan for future phases.

The details of the work are set out in full below. Consultants should be particularly minded of the tight timescales for submission.

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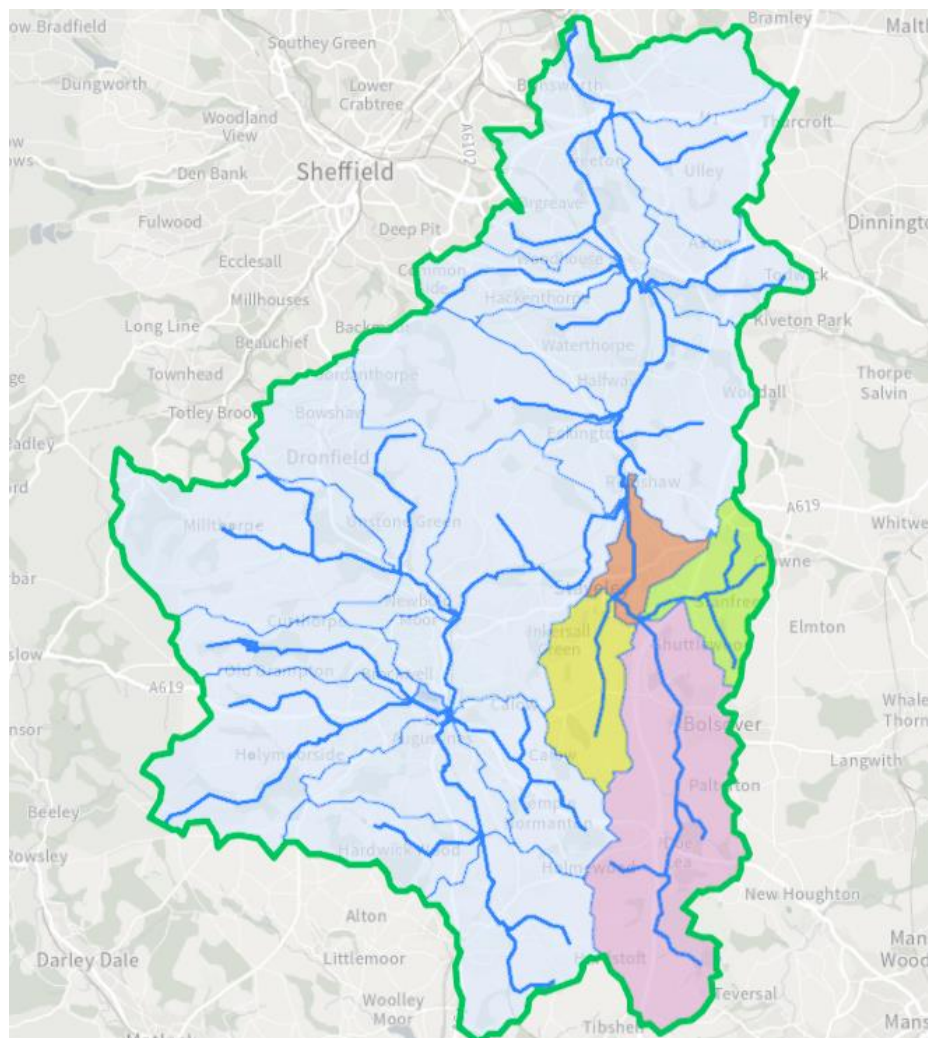
1 INTRODUCTION

Background

- 1.1 Through the Don, Dearne and Rother Network catchment partnership, potential partners have been meeting to share plans and ambitions for the Doe Lea catchment. The potential partners collectively have a strong understanding of the historic and current issues in the catchment, as well as the work undertaken to date and the opportunities available in the future.
- 1.2 The potential partners are now interested in developing their working together to deliver maximum improvement in the water quality and wider catchment environment within the Doe Lea catchment.
- 1.3 To inform this work, the partners are seeking to prepare an Environmental Framework as set out below.

Doe Lea Catchment

- 1.4 The river Doe Lea is a tributary of the river Rother, part of the Don and Rother management catchment within the Humber river basin district. The river flows approximately from south to north.
- 1.5 For the purpose of this work, the Doe Lea catchment is defined as the following water bodies within the Rother and Doe Lea operational catchment, highlighted below on the [Catchment Data Explorer](#) map of the Rother and Doe Lea operational catchment for reference:
- Doe Lea from Source to Hawke Brook (Pink - [Water Body ID GB104027057290](#))
 - Pools Brook from Source to Doe Lea (Yellow - [Water Body ID GB104027057310](#))
 - Hawke Brook from Source to Doe Lea (Green - [Water Body ID GB104027057320](#))
 - Doe Lea from Hawke Brook to River Rother (Orange - [Water Body ID GB10402705301](#))



Purpose of the Environmental Framework

- 1.6 The Environmental Framework will be a dynamic planning document for the interventions in the Doe Lea Valley. It will underpin applications for funding and help co-ordinate the proposals and delivery to maximise the environmental and social benefits over the timescale of the Framework and beyond.

Preparing the Environmental Framework

- 1.7 It is proposed that the Framework will be overarching, covering the whole catchment, with a series of identified delivery phases to suit likely funding availability. The scoping of the delivery phases will be determined in the Framework, and it is assumed that these are likely to align with a mixture of geographic areas and thematic interventions in accordance with partner and landowner priorities or opportunities.
- 1.8 To enable delivery of each phase, a tactical Action Plan will be prepared for each phase in due course. As a pilot for the approach, it is proposed to develop the Action Plan for the 'Doe Lea Hawke Brook to Doe Lea' water body within this consultant appointment.

2 SCOPE OF WORKS

- 2.1 An outline scope is given below. The Consultant should review and update this as appropriate in their Formal Project Design (see further details in section 6). It is expected that the scope will be refined in conjunction with the successful tenderer prior to delivery.
- 2.2 The potential partners do not have the capacity internally to prepare this plan. A limited amount of administrative support will be provided by the potential partners in arranging meeting venues. The Consultant will need to allow for the following items:
- Procuring any additional survey works required.
 - Preparing and providing any display or other materials required for engagement.
 - Secretariat function for any meetings or workshops required.

Outline Scope of the Environmental Framework & Action Plan

- 2.3 Background context:
- Background to the potential partnership, history of the river and the catchment and the reasons for the current environmental challenges
 - Identifying key issues / drivers for change (local and regional) and how the work of potential partners in the catchment can respond positively to address these challenges and opportunities.
 - The success of interventions made to date.
 - Establishing a baseline position:
 - Assessing the current local physical, social and environmental circumstances, including identifying existing data sets and the work required to fill data gaps.
 - Assessing the current water quality status and the Reasons for Not Achieving Good (RNAG)
 - Mapping of protected sites, species and the key catchment relationships.
 - Identifying planned developments outside of the control of potential partners (e.g. housing).
 - Strengths, weaknesses, opportunities and threats appraisal.
 - Key risk factors and the extent to which they are being addressed.
 - Gap analysis to identify requirements for new or further actions.
 - Benchmarking and lessons learnt from other similar partnerships in the UK.
- 2.4 Creating a vision for the river and the catchment:
- The vision for the river and the catchment should form part of, or respond to, the larger strategic vision for the areas covered by the catchment. It needs to define the scope of the Environmental Framework.
 - A narrative as to what success may look like and examples will be identified, e.g.:

- Improving water quality in the catchment water bodies, supporting a return to good ecological and chemical status and/or preventing further deterioration from the current ecological and chemical status.
- Further re-naturalising the catchment water bodies and restoring other water-dependent habitats within the catchment.
- Increasing biodiversity in the catchment, particularly by halting and reversing the decline in priority species such as otters and water voles.
- Improving, extending or creating additional priority habitats and protected sites, e.g. wetlands, and reducing the pressures on the same.
- Removing blockages to fish migration.
- Reducing flooding through Natural Flood Management.
- Reducing and managing water abstraction sustainably and equitably within the catchment.
- Managing invasive and non-native species.
- Reducing diffuse pollution through introducing and expanding catchment sensitive farming techniques.
- Increasing community engagement in the river and catchment environment through improving access and education.
- Promoting positive health and wellbeing.
- Creating and extending opportunities for education, skills, training and employment.
- Key targets will be established.

2.5 Setting the strategic context:

- Establishing the strategic importance of coordinated partnership working and intervention in the catchment to the delivery of the environmental objectives of partners and others i.e. defining the needs that the Vision is responding to.
- Key lines of enquiry:
 - What is the case for change, including the rationale for intervention at a catchment scale?
 - What is the current situation and what is wrong with this?
 - What issues will be addressed?
 - What is to be done?
 - What outcomes are expected?
 - How do these fit with wider stakeholder policies and objectives?

2.6 Community & partner engagement:

- Engage with existing and potential partners to support the development of the Framework.
- Support greater collaboration with and across community to bring about change.
- Key lines of enquiry:
 - Facilitated workshops with existing and potential partners.
 - How can greater engagement and participation of communities in the catchment be secured and harnessed to deliver the Vision?
 - Defining what the communities in the catchment want from the river and the surrounding environment, and how can they get involved in its management / development?

2.7 Formulation of delivery options:

- The preparation of a portfolio of interventions which are expected to deliver the Vision through a series of geographic or thematic delivery phases.
- Key lines of enquiry:
 - An options appraisal of potential interventions in the catchment, including do nothing.
 - Preparing assessment criteria – social, economic, environmental benefits.
 - Value for money analysis.
 - Assessing the value to the river, wider environment and society of delivering the Vision compared to continuing with Business As Usual.
 - What are the risks and their costs, and how are they best managed?
 - Which option(s) reflects the optimal / best value to society?
 - How might the full plan be divided into delivery phases?

2.8 Affordability, Timetable & Deliverability:

- The phased delivery options need to be defined to be affordable. This will need to be informed by a high-level assessment of funding prospects for capital delivery and ongoing revenue.
- The proposed programme / project management timetable for achieving the Vision needs to be established and resourced.
- Key lines of enquiry:
 - In light of experience from similar programmes in the UK, give a high-level assessment of funding prospects for (a) programme and project management, (b) implementation and (c) ongoing revenue requirements. Funding sources may include inward investment from national government funding (e.g. Landscape Recovery or similar programmes), natural capital services, grant funding and private development.
 - Can the proposals be delivered, at what development stage are they?
 - Can partners provide the appropriate management and delivery resources, if not what changes in governance and resourcing are required and how might they be secured?

2.9 Next Steps

- Identify priority strategic and tactical recommendations to deliver the Environmental Framework.
- Develop a detailed Action Plan for the 'Doe Lea Hawke Brook to River Rother' water body as a pilot project for delivery of the Environmental Framework.

3 STAKEHOLDERS & CONSULTEES

3.1 The following potential partners have been meeting to date:

- Chesterfield Canal Trust
- Derbyshire County Council
- Don Catchment Rivers Trust
- Don, Dearne & Rother Network
- Environment Agency
- Natural England
- Yorkshire Water

3.2 Additional potential partners have been identified, and work is ongoing to engage:

- Bolsover District Council
- Chesterfield Borough Council
- Derbyshire Wildlife Trust
- Devonshire Group
- National Trust
- Other major landowners & farmers

3.3 It is expected that the Consultant will identify other potential partners that should be engaged or consulted on the proposals.

4 TIMETABLE & SELECTION PROCESS

Tender Submission

- 4.1 The provisional timetable for the tender submission is:

Event	Date
Issue of Tender	16 th May 2024
Final Date for Raising of Technical Queries	28th May 2024 (by 5pm)
Final Date for Responses to Technical Queries	29 th May 2024 (by 1pm)
Deadline for Submission of Tender	31st May 2024 (by 5pm)

- 4.2 Technical Clarifications may be sought from up until the 'Final Date for Raising of Technical Queries' identified in the table above. Queries should be raised in the first instance by email to the Project Manager.
- 4.3 Responses to Technical Queries will be copied to all Consultants who have expressed their intention to tender for the works, unless the Consultant raising the query has requested that it be considered confidential. Such requests will be judged on an individual basis, and the Consultant will be given the opportunity to retract the query in the event that the Project Manager does not consider it to require confidential treatment.

Evaluation & Contract Award

- 4.4 Following submission, an initial appraisal will be carried out by representatives from the potential partners. Tenders will be judged by against the following criteria:

Criteria	Weighting
Cost	40%
Outline Methodology	40%
Organisational Capability & Demonstrated Experience	20%

- 4.5 Up to three Consultants will be shortlisted based on the initial tender appraisal.
- 4.6 The award of the contract is subject to being granted funding. As such, the timeline for award is uncertain. If funding is granted, the shortlisted Consultants will be invited to interview and given the opportunity to refine their submission based on any amendments to the scope.
- 4.7 For clarity, if funding is not granted, the potential partners are not bound to accept the lowest or any tender received. In all cases, the potential partners will not defray any monies expended by the Consultant in tendering for the works or negotiating a contract.

Delivery

- 4.8 It is expected that preparation of the Environmental Framework will be completed within approximately 9-10 months of Contract Award to suit funding timescales, with an anticipated start in September/October 2024 and completion by June/July 2025.

5 BUDGET

- 5.1 The potential partners are currently seeking funding for this work, based on a proposed budget of approximately £70,000 - £80,000 (exclusive of VAT) for the consultant input.
- 5.2 The project will be awarded on a **fixed-fee** basis.

6 FORM OF TENDER SUBMISSION

6.1 The Tender submission shall consist of:

- Formal Project Design (see below)
- Completed Tender Return Documents, included in Appendix A to this project brief

6.2 The **Formal Project Design** shall address the specific objectives of the works, and should include:

- An outline methodology for the work showing an understanding of the project requirements and a summary of the key stages with approximate timescales;
- An outline budget aligned to the methodology. This should separate the Consultant's own costs and any anticipated third-party costs (e.g. for venue hire, surveys, data etc.)
- A summary of your organisation's experience and that of any proposed sub-Consultants in carrying out similar works, including up to 4 case studies of similar work done in the last 5 years.

6.3 The Formal Project Design shall be **limited to 20 pages of A4**.

7 ADMINISTRATION OF THE TENDER

7.1 The tender will be managed by the Chesterfield Canal Trust Ltd (CCT) on behalf of the potential partners.

7.2 Unless otherwise notified in writing, the CCT Project Manager will be:

Name	George Rogers CEng MICE
Role	Development Manager
Address	Chesterfield Canal Trust Ltd, 6 The Stables, Staveley Hall, Staveley Hall Drive, Staveley, Chesterfield, S43 3TN
Phone No(s)	07907 417604
Email	development@chesterfield-canal-trust.org.uk

APPENDIX A: TENDER RETURN DOCUMENTS

C.1 Form of Tender

To: **George Rogers, Development Manager, Chesterfield Canal Trust Ltd**

1. We hereby offer to undertake to provide the Consultancy works in accordance with:
 - a) The Invitation to Tender Documents
 - b) Our Tender and your written acceptance thereof.
 - c) Any amendments to any of the aforementioned documents notified in writing by the CCT Project Manager.
 - d) Our signed documentation:
 - (i) Freedom of Information Statement,
 - (ii) Statement of Non-Collusion
 - (iii) Statement of Legal Compliance
2. We agree to abide by this Tender for the validity period of thirty (30) days from the final date for submission of Tenders and that it will remain binding upon us and may be accepted at any time before the expiration of that period.
3. Until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the Contract Agreement.
4. We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any monies expended by us in tendering or negotiation of any contract.
5. We confirm that the contents of our Tender have not been agreed or arranged with any prospective competitor or trade association and will not be communicated to any third party.

Signed		Date	
Position			
Company			
Address			
		Postcode	
Phone No(s)			
Email Address			

For any commercially sensitive information not encompassed by the note above:

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C.3 Statement of Non-Collusion

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we did not do at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicate to any person other than the person calling for those tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Enter into agreement or arrangements with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any person and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signed		Date	
Position			
Company			

C.4 Statement of Legal Compliance

C.4.1 Grounds for Mandatory Rejection

Note: In some circumstances the Chesterfield Canal Trust Ltd is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?		Answer (Yes/No)
(a)	conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	
(b)	corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	
(c)	the offence of bribery;	
(d)	fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:	
	(i) the offence of cheating the Revenue;	
	(ii) the offence of conspiracy to defraud;	
	(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
	(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	
	(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	
	(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	
	(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968	
(e)	money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	
(f)	any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

Chesterfield Canal Partnership Project Brief: Masterplan - Strategic Outline Case

C.4.2 Grounds for Discretionary Rejection

Note: The Chesterfield Canal Trust Ltd is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please append full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Is any of the following true of your organisation?		Answer (Yes/No)
(a)	<u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
(b)	<u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
(c)	<u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> , has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	
Has your organisation:		Answer (Yes/No)
(a)	been convicted of a criminal offence relating to the conduct of your business or profession;	
(b)	committed an act of grave misconduct in the course of your business or profession;	
(c)	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
(d)	failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(e)	been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	

C.4.3 Insurance

	Answer (Yes/No)
Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £1 million. Please confirm that you have this in place.	
If you do not currently hold this level of insurance, please indicate whether you would be willing to increase your insurance level if awarded the contract	
We require Professional Liability Insurance. Please confirm that you have this in place.	