

Cinderford Brook Project – P054

**INVITATION TO TENDER FOR:
DELIVERY OF WORK AT ONE IN CINDERFORD, GLOUCESTERSHIRE: BLUE ROCK TRAIL**



Cinderford Brook Project

**Location: Upper Soudley, Gloucestershire: Blue Rock
Trail (NGR SO 65223 10892)**

FUNDED BY: SEVERN TRENT WATER (WINEP)



WONDERFUL ON TAP

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1. Overview & Background

1.1 Organisation overview

Severn Rivers Ecology (Company No.10081868) is a registered company whose objectives are to improve the River Severn, its tributaries, and the Severn Catchment across both England and Wales. Severn Rivers Ecology 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

Cinderford Brook is located within the Forest of Dean, with its source rising near Mitcheldean and flowing directly South through Cinderford and down to Blakeney, where it converges with Blackpool Brook.

The entire sub-catchment of Cinderford Brook, which flows through Limestone strata, has been highly modified, thanks to both recent urbanisation and historic industrial practices, most notably coal extraction. Excavations associated with the latter has accentuated what is a natural tendency, for rivers flowing over Limestone, to disappear through subterranean cave systems through periods of low flow. The fact a significant stretch of the brook was lined with mortared stone sets during the period of coal extraction, to reduce water ingress into surrounding coal mines, gives some indication as to the extent of water loss in this system, and further highlights the level of modification.

Furthermore, the above issues are compounded by current water abstraction by Severn Trent Water (STW). Consequently, it is no surprise that the Cinderford Brook has failed to achieve 'good' status, in terms of its hydrological regime, since Water Framework Directive monitoring commenced here in 2009. Groundwater abstraction has been specifically identified by the Environment Agency (EA), as a contributory factor in their RNAGS status. It is worth noting that both delivery sites are not main river (ordinary watercourses).

The project intends to help tackle the ecological impacts of low flows within the Cinderford Brook by means of delivery of a multi-year river restoration scheme. This will see a package of restoration methods instigated with the intention of improving hydromorphological conditions and connectivity throughout the catchment, to alleviate the ecological pressures of low flows for the benefit of aquatic biota including fish, invertebrates and macrophytes.

1.3 The location details for the site(s) are:

Delivery Site **Blue Rock Trail**: NGR SO 65223 10892 and nearest address is Top Road, Upper Soudley, Forest of Dean, Gloucestershire GL14 2TY

2. Definitions

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

- a) The “**Trust**” shall mean the Severn Rivers Trust/Severn Rivers Ecology.
- b) The “**Contractor**” shall mean the Company/Individual to whom the contract is awarded.
- c) The “**Nominated Officer**” shall mean the Catchment Restoration Officer or any other person as the Trust may nominate.
- d) The “**Payments**” shall mean the payments payable by the Trust to the Contractor in accordance with the Conditions.
- e) The “**Commencement Date**” shall mean the date of the Contract or the date of commencement of the Works if later.
- f) The “**Completion Date**” shall mean the end date of the Contract or the date of completion of the Works if later.
- g) The “**Conditions**” shall mean the conditions set out herein unless otherwise stated.
- h) The “**Contract Period**” shall mean the period from the Commencement Date to the Completion Date.
- i) The “**Works**” shall mean the work to be performed and the services to be provided as described in the Contract, any relevant Tender Documentation, together with any alterations and amendments that are made in accordance with these conditions.
- j) **Gender** - words implying the male gender shall include the female and neuter gender.
- k) **Tense** - words importing the singular tense shall include the plural and vice versa and obligations undertaken by more than one person shall be deemed to have been undertaken jointly and severally.
- l) “**Tender**” shall refer to the specific Tender to which this Contract refers.
- m) “**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.
- n) ‘**Client**’ shall mean Severn Rivers Ecology, for whom the project is carried out.
- o) ‘**CDM**’ shall mean the Construction (Design and Management) Regulations 2015
- p) ‘**Principal Contractor**’ shall mean, where applicable, the contractors appointed by the Client to coordinate the construction phase where it involves more than one contractor.
- q) ‘**Principal Designer**’ shall mean, where applicable, the designer appointed by the Client in projects involving more than one contractor, and to coordinate the pre-construction phase.
- r) ‘**Designer**’ shall mean, where applicable, the designer appointed by the Client to prepare or modify designs for the Works.
- s) ‘**Sub-Contractors**’ shall mean and Designer where a Principal Designer is appointed, and/or a Contractor where a Principal Contractor is appointed.
- t) ‘**Method Statement**’ shall mean the method statement forming part of the tender specific to the Works.
- u) ‘**Risk Assessment**’ shall mean the risk assessments forming part of the tender specific to the Works.
- v) ‘**Delivery Site**’ shall mean Blue Rock Trail
- w) ‘**Landowner**’ shall mean Forestry England as appropriate

3. Objectives

Severn Rivers Ecology is inviting a quotation to complete all works as described below to meet the objectives of the Cinderford Brook project. Namely, to improve ecological resilience to low flows in the Cinderford Brook through creation of inchannel features in a constructed and historically sensitive channel.

4. Specification of Required Works

In summary, the successful contractor will be required to carry out the following works between **10th July and 27th September 2024**:

1. Introduction of stone and trees into the channel to create features with the aim to improve aquatic habitat and fish passage throughout the reach.

Proposed Works – Delivery

Delivery Site 1 – Blue Rock Trail

- 1) Delivery of essential capital works within areas 2 and 3 (excluding 3b), as set out in the design drawings (*Bluerock Restoration Design Drawings FINAL v1.1 May2024_Issued*) in consideration of the heritage assets within the site. Please clearly provided costings for areas 2 and 3 separately. Areas 2 and 3 can be split into further sub-areas as deemed suitable for quotation purposes.
- 2) Production of CDM compliant documentation, alongside adopting appropriate CDM responsibilities (Principal Contractor/Contractor).
- 3) Working in line with the Risk Register, Designers Method Statement, Bill of Quantities and any reasonable alterations that may be required based on ground conditions.

Considerations:

- a) Stakeholders (Forestry England, Environment Agency, Ruspidge and Soudley Parish Council, National Grid and Severn Trent Water) have been engaged in relation to the works and permission / consents will be in place prior to the works beginning.
- b) The main path sits over a known sewer line. Surveys are being undertaken to assess structural strength but this may limit the size of machinery allowable. Please prepare your tender on the assumption specialist equipment (e.g. spider crane instead of large digger) may be required.
- c) The site sits within a steep sided valley with access for machinery at two points. See Appendix 1 for more information.
- d) Most of the work will involve publicly accessed paths, although paths are not expected to receive high footfall during working hours.
- e) The channel is formed of mortared stone and brickwork from previous workings and now provides a heritage feature. Activities must not further damage this channel and so stone additions must be planned accordingly.

Available information (now):

- Appendix 1 highlighting site location, access, utilities, and photos of the site.
- Preliminary ecological report
- Design drawings
- Designers' method statement
- Designers risk register
- Bill of quantities

Information to follow

- Sewer pipe structural report (including load restrictions)

4.1. **Health and Safety**

- 4.1.1. 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.
- 4.1.2. The Tenderer shall be responsible for the health and safety implications of all operations to complete the required Works.
- 4.1.3. 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.
- 4.1.4. 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.

4.2. **Specification**

- 4.2.1. 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.
- 4.2.2. 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.
- 4.2.3. 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.
- 4.2.4. 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.
- 4.2.5. **A separate breakdown of costs inclusive of VAT is required for each site.**
- 4.2.6. Whilst the works are expected to be complete by the **27.09.2024**, the Tenderer agrees to continue any outstanding work required outside of this period and at no additional costs to ensure that complete and full Phase 1 feasibility studies and ground investigations are complete.
- 4.2.7. Any costs quoted by the Tenderer must include VAT.
- 4.2.8. 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.
- 4.2.9. All required work must be completed by **27.09.2024**.

5. **Environmental Considerations**

- 5.1. 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.
- 5.2. Any public complaints must be immediately reported to the Nominated Officer.
- 5.3. The Delivery Site must be left clean and tidy at all times.

5.4. 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 **27.09.2024**. All invoices must be delivered to the Nominated Officer at **Severn Rivers Ecology, Unit 1, Hope House Farm Barns, Hope House Lane, Martley, Worcestershire, WR6 6QF** or via email to finance@severnriverstrust.com and to the Nominated Officer no later than **30.10.2024** and must include the reference code **Cinderford Brook Project P054**.

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 – rob.willcocks@severnriverstrust.com. Current dates available are **04.06.2024** and **06.06.2024**

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 rob.willcocks@severnriverstrust.com.

7.2. Deadline for Queries – 12.06.2024

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 tender.

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. The envelope bears no name or mark indicating the sender. If delivered by hand a receipt will be issued.
 - 10.3.2. Tenders must be emailed to rob.willcocks@severnrivertrust.com OR 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 1, Hope House Farm Barns
Hope House Lane
Martley
Worcestershire
WR6 6QF
- 10.4. **THE DEADLINE FOR RECEIPT OF TENDERS IS 4.30PM ON 14.06.2024**
- 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.

Tender evaluation

- 10.7. 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.
- 10.8. Tenders will be evaluated in accordance with the following:
- 10.8.1. 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.
- 10.9. In the evaluation of Tenders the following will apply:
- a) Experience of similar Works
 - b) Method Statement and Resources
 - c) Other Items
 - d) Written technical and financial references may be requested and considered as part of the evaluation procedure.
- 10.10. 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.

11. 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.

12. Sub-contracting

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. Should any sub-contracting be required, the Tenderer shall assume the role of Principal Designer or Principal Contractor as appropriate.

13. Award of Contract

- 13.1. 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.
- 13.2. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

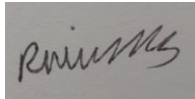
19. Late Tenders

Tenders received after the closing time and date stated above will not be considered unless by prior arrangement with the Nominated Officer via email rob.willcocks@severnrivertrust.com

20. Definitions

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

Signed Rob Willcocks



Nominated Officer

Rob.willcocks@severnrivertrust.com

07923 220 389

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 **Cinderford Brook Project P054**

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

Works: **Cinderford Brook Project P054**

£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 emailed to the Nominated Officer or enclosed and sealed in an official addressed envelope and delivered by **not later than 14.06.2024**

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
<u>Items</u>	<u>Contractual Requirements</u>					

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