



Services Contract

RIVER MEASE PROJECT DELIVERY PARTNER

Particulars of Contract

Version: 3

Issued: April 2025

Reference: Long Form Services Contract - Contract Particulars

This Contract is dated 4th of November 2025

Parties

- (1) **North West Leicestershire District Council** of Whitwick Business Centre, Whitwick Business Park, Stenson Road, Coalville, LE67 4JP (the “Council”)
- (2) **Trent Rivers Trust** incorporated and registered in England and Wales with company number 04225307 whose registered office is at 2nd Floor, Middle Mill Darley Abbey Mills, Darley Abbey, Derby, Derbyshire, DE22 1DZ (the “Supplier”)

Background

- (A) On 06 May 2025, the Council advertised on the UK e-notification service (reference **DN765905**), inviting prospective suppliers to submit proposals for the provision of a Project Delivery Partner for the River Mease.
- (B) On the basis of the Supplier's response to the advertisement and subsequent tender process, the Council selected the Supplier to provide the services and the Supplier is willing and able to provide such services in accordance with the terms of this Contract.
- (C) Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined in Schedule 1) on the terms and conditions of this Contract.

Contract

This Contract consists of the following:

1. These Services Contract Particulars of Contract (including Appendix);
2. Schedule 1 – Conditions of Contract;
3. Schedule 2 – Special Conditions (if any);
4. Schedule 3 – Charges;
5. Schedule 4 – Specification;
6. Schedule 5 – Invitation to Tender;
7. Schedule 6 – Supplier's Tender Response;
8. Schedule 7 – Clarifications (if any);
9. Schedule 8 – Key Performance Indicators
10. Any other Schedules appended to these Services Contract Particulars of Contract.

In the event of a conflict, the terms shall prevail in the following order: These Services Contract Particulars of Contract (including appendix); Schedule 2 – Special Conditions; Schedule 1 – Conditions of Contract; Schedule 3 – Charges; Schedule 7 – Clarifications (if any); Schedule 4 – Specification; Schedule 5 – Invitation to Tender; Schedule 6 – Supplier's

Tender Response; any other Schedules appended to these Particulars of Contract;
Schedule 8 -Key Performance Indicators

This Contract has been entered into on the date stated at the beginning of it.

EXECUTED as a **DEED** by

Trent Rivers Trust

acting by two directors:

M Owen

Mark Owen

.....

Director

M Stack

M Stack

Director

e2025/23

THE COMMON SEAL of

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

was hereunto affixed in the presence of:

K Hiller

K Hiller

Authorised Signatory



04/11/2025
15:41 PM

Appendix – Contract Details

Start Date: The Date of this Agreement
Services Start Date: the Start Date
End Date: 2 years from the Start Date
Initial Term: 24 months
Extension Period: two periods of up to 12 months
Extension Notice Period: 30 days

Council's Authorised Representative: Chris Elston,
Chris.Elston@nwleicestershire.gov.uk

Supplier's Authorised Representative: [NAME, EMAIL ADDRESS]

Charges: As set out in Schedule 3

Invoice Frequency: Monthly in arrears

Schedule 1 – Conditions of Contract

1. Definitions and Interpretation

1.1 Definitions:

Authorised Representatives: the persons respectively designated as such by the Council and the Supplier, the first such persons being set out in the Services Contract Particulars of Contract.

Council Assets: any materials, plant or equipment owned or held by the Council and provided by the Council to the Supplier for use in providing the Services.

Council Premises: such premises owned, let or otherwise occupied by the Council which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this Contract.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, any key performance indicators, the Term, the pricing structure and any other relevant factors.

Change in Law: any change in any Law which impacts on the performance of the Services and which comes into force after the Start Date.

Charges: the charges which shall become due and payable by the Council to the Supplier in respect of the Services in accordance with the provisions of this Contract, as set out in the Services Contract Particulars of Contract.

Clarifications: any clarifications, questions and answers relating to the tender for the Services (if applicable) and where appropriate attached at Schedule 7.

Commercially Sensitive Information: information of a commercially sensitive nature relating to the pricing of the Services, the Supplier's intellectual property rights or the Supplier's business operations which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Contract, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this Contract;
- c) any Commercially Sensitive Information.

Contract: the complete agreement entered into between the Council and the Supplier incorporating the Services Contract Particulars of Contract (including appendices and schedules), Services Contract Conditions of Contract, the Special Terms and

Conditions (and appendices), the Specification, Invitation to Tender and the Supplier's Tender Response and any Clarifications.

Contract Year: any 12-month period starting on the Start Date and on each anniversary of the Start Date.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory Council and applicable to a party.

Document: Includes, in addition to any document in writing, any drawing, map, plan diagram, design, picture or other image, tape, disc, or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Extension Period: the period set out in the Services Contract Particulars of Contract up to which the Council may extend the Contract in accordance with clause 2.2 of the Conditions.

Extension Notice Period: the period of notice the Council shall give the Supplier to extend the Contract as set out in the Services Contract Particulars of Contract.

FOIA: the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

General Change in Law: a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

GHG emissions: emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Information: has, for the purposes of clause 12, the meaning given under section 84 of FOIA.

Initial Term: The period of the Contract commencing on the Start Date and ending on the End Date, as set out in the Services Contract Particulars of Contract

Insolvency Event: where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts

or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);

f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

g) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);

j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invitation to Tender: the Council's invitation to suppliers for formal offers to supply it with the Services as set out in Schedule 5.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Council;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Council internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Council from time to time.

Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

Services: the services to be delivered by or on behalf of the Supplier under this Contract, as more particularly described in the Specification.

Services Contract Conditions of Contract: these terms of conditions forming Schedule 1 of the Contract.

Services Contract Particulars of Contract: the document detailing particulars of contract in relation to the Services to be provided under this Contract.

Services Start Date: The date on which the Services shall start being provided as set out in the Services Contract Particulars of Contract.

Specification: The description of the Services to be provided as detailed at Schedule 4.

Start Date: The date on which the Contract commences as set out in the Services Contract Particulars of Contract.

Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Supplier's Tender Response: the tender submitted by the Supplier and other associated documentation set out in Schedule 6.

Sub-Contract: any contract or agreement (or proposed contract or agreement) between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: a person with whom the Supplier enters into a Sub-Contract, and any third party with whom that third party enters into a subcontract or its servants or agents.

Term: the period of the Initial Term as may be varied by:

- a) any extension pursuant to clause 2.2; or
- b) the earlier termination of this Contract in accordance with its terms.

Termination Date: the date of expiry or termination of this Contract.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: Monday to Friday, excluding any public holidays in England.

1.2 Interpretation:

- (a) Clause, schedule and paragraph headings shall not affect the interpretation of this
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) The schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.
- (d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- (g) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- (h) A reference to **writing** or **written** excludes fax but not e-mail.
- (i) Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- (j) A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document as varied from time to time.
- (k) References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.
- (l) Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (m) If there is any conflict or ambiguity between any of the provisions in the main body of this Contract and the schedules, such conflict or inconsistency shall be resolved according to the priority set out in the Services Contract Particulars of Contract. Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Council in writing.

2. Commencement and Duration

- 2.1 This Contract shall take effect on the Start Date and shall continue for the Term.
- 2.2 The Council may, by giving the Supplier written notice of no less than the Extension Notice Period prior to expiry of the Initial Term, request an extension of this Contract on the same terms mutatis mutandis, for the Extension Period from the day following expiry of the Initial Term.

3. Due diligence and Supplier's warranty

- 3.1 The Supplier acknowledges and confirms that:
 - (a) the Council has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to clause 3.1(a);

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- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Start Date) of all relevant details relating to the performance of its obligations under this Contract (including without limitation the suitability of Council Premises); and
 - (d) it has entered into this Contract in reliance on its own due diligence.
- 3.2 No representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 The Supplier:
 - (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender Response, including any response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of this Contract; and
 - (b) shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services.
- 3.4 The Supplier shall not be entitled to recover any additional costs or charges from the Council arising as a result of, nor be relieved from any of its obligations under this Contract on the ground of, any matters or inaccuracies notified to the Council by the Supplier in accordance with clause 3.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Council and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier may recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be agreed between the parties in writing.

4. Supply of services

- 4.1 The Supplier shall provide the Services to the Council with effect from the Services Start Date for the duration of the Term in accordance with the provisions of this Contract.
- 4.2 In providing the Services, the Supplier shall at all times:
 - (a) without prejudice to clause 5, provide the Services with reasonable care and skill and in accordance with Best Industry Practice;

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- (b) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (c) obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Council);
- (d) allocate sufficient resources to provide the Services in accordance with the terms of this Contract;
- (e) ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Council, attend such meetings at the premises of the Council or elsewhere as may be reasonably required by the Council; and
- (f) provide such reasonable co-operation and information in relation to the Services to such of the Council's other suppliers as the Council may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Council.

5. Compliance and change in laws

- 5.1 In performing its obligations under this Contract, the Supplier shall at all times comply with all applicable Law.
- 5.2 The Supplier shall maintain such records as are necessary pursuant to the applicable Law and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Council (or its Authorised Representative).
- 5.3 Without limiting the generality of the obligation under clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 5.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 5.5 Without limiting the general obligation set out in clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall):
 - (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:

- (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law;
 - (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
- 5.6 The Supplier shall monitor and shall keep the Council informed in writing of any changes in the Law which may impact the Services and shall provide the Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with this Contract.
- 5.7 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the Charges as the result of a General Change in Law.

6. Supplier environmental obligations

- 6.1 The Supplier shall ensure that its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials.
- 6.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:
- (a) assess the environmental impact of all past, current and future operations;
 - (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
 - (c) specify measures to reduce the use of all raw materials, energy and supplies;
 - (d) require Supplier Personnel to be trained in environmental matters.

7. Use of Council Premises and Assets

- 7.1 With effect from the Start Date, the Council shall grant the Supplier a non-exclusive and revocable licence to enter the Council Premises for the sole purpose of providing the Services to the Council. The licence shall be subject to the conditions of this Contract, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.
- 7.2 The licence granted pursuant to clause 7.1 shall terminate immediately on the Termination Date.

7.3 The Supplier shall ensure that visiting or using the Council Premises, the Supplier Personnel shall:

- (a) keep the Council Premises clean, tidy and properly secure;
- (b) co-operate as far as may be reasonably necessary with the Council's employees;
- (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Council; and
- (d) comply with all the rules and regulations that the Council notifies to the Supplier from time to time relating to the use and security of the Council Premises.

7.4 The Supplier shall ensure that the Supplier Personnel shall not:

- (a) obstruct access to the Council Premises, or any part of them; or
- (b) do or permit to be done on the Council's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Council or the occupiers of or visitors to the Council Premises.

7.5 The Supplier shall ensure that any Council Assets are:

- (a) used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
- (b) kept properly secure; and
- (c) not removed from the Council Premises unless expressly permitted under this Contract or agreed in writing with by the Council's Authorised Representative.

7.6 The Council shall maintain and repair the Council Assets provided that where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier Personnel (fair wear and tear excluded) the costs incurred by the Council in maintaining and repairing the same shall be recoverable from the Supplier as a debt.

7.7 The Supplier shall notify the Council immediately on becoming aware of any damage caused by the Supplier Personnel to any property of the Council or other recipient of the Services, or to any of the Council Premises in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this Contract or otherwise, the Council shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this Contract.

7.8 Subject to the requirements of clause 18 and any Special Conditions, in the event of the expiry or termination of this Contract, the Council shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Council Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

8. Charges, invoicing and payment

- 8.1 The Council shall pay the Charges to the Supplier in accordance with this Contract.
- 8.2 Subject to any Special Conditions, the Charges:
- (a) shall remain fixed during the Term; and
 - (b) are the entire price payable by the Council to the Supplier in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
- 8.3 The Supplier shall invoice the Council for payment of the Charges in accordance with the frequency specified in the Services Contract Particulars of Contract. All invoices shall be directed to the Council's Authorised Representative and shall contain such information as the Council may inform the Supplier from time to time.
- 8.4 The Council shall accept for processing any electronic invoice submitted by the Supplier that complies with the standard on electronic invoicing provided that it is valid and undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 8.5 Where the Supplier submits an invoice to the Council in accordance with 8.3, the Council will consider and verify that invoice in a timely fashion. Where the Council fails to do so, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.6 after a reasonable time has passed after the date on which it is received by the Council.
- 8.6 The Council shall pay the Supplier any Charges due under any invoice submitted to it by the Supplier within 30 days of verifying that the invoice is valid and undisputed.
- 8.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 8.5 and clause 8.6 of this Contract; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 8.5 to clause 8.7 of this Contract.
- 8.8 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 15. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 14 days after resolution of the dispute between the parties.

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- 8.9 Subject to clause 8.8, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with 8.13. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 8.10 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Supplier shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Contract.
- 8.11 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this Contract. Such records shall be retained for inspection by the Council for 6 years from the end of the Contract Year to which the records relate.
- 8.12 The Council may at any time, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.
- 8.13 Each party shall pay interest on any sum due under this Contract, calculated as follows:
- (a) The rate shall be 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) The period shall be from when the overdue sum became due until it is paid.

9. Supplier Personnel

- 9.1 At all times, the Supplier shall ensure that:
- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Supplier Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
 - (d) all of the Supplier Personnel comply with the applicable Law.
- 9.2 The Council may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with the reasonable instructions of the Council, or if they otherwise present a security threat.

9.3 The Supplier shall replace any of the Supplier Personnel whom the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

9.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on the Supplier Personnel. The Supplier shall ensure that the Supplier Personnel cannot be individually identified from the information so provided.

10. Authorised Representatives

10.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Contract. The first Authorised Representatives are listed in the Services Contract Particulars of Contract. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services.

10.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where circumstances are unforeseen and/or it is reasonably necessary in the interests of its business.

11. Data Protection

11.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the Services shall) comply with any registration requirements under the Data Protection Legislation and in respect of the use of personal information in the course of performing its obligations under the Contract both parties shall duly observe all their obligations under the Data Protection Legislation, best practice and any Data Sharing Agreements.

11.2 Notwithstanding the general obligation in clause 11.1 of these Services Contract Conditions of Contract, where the provision of Services requires the Supplier to process Personal Data as Processor for the Council, the Supplier shall enter into a Data Processing Agreement with the Council.

11.3 The Provider shall indemnify the Council for any costs, losses or expenses that the Council incurs as a result of the Supplier failing to comply with the Data Protection Legislation or otherwise breaching this clause (including in any situation where a court or tribunal of competent jurisdiction holds the Supplier and the Council jointly and severally liable in respect of any claim where the Supplier was the Processor (either solely or jointly)).

- 11.4 The provisions of this clause 11 shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

12. Freedom of Information and Transparency

- 12.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIR. The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the Contract shall):

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIR;
- (b) transfer to the Council all requests for information relating to this Contract (including the Services) that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information;
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Council; and
- (e) indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of any breach of this clause 12 by the Supplier except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

- 12.2 The Supplier acknowledges that the Council may be required under the FOIA and EIR to disclose information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

12.3 The Local Government Transparency Code 2015

- (a) In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council is required to publish certain information on its website in relation to expenditure under its contracts. The information published may include the Supplier's details and the Charges to be paid. The parties acknowledge that this information is not Confidential Information or Commercially Sensitive Information.

- (b) The parties acknowledge that, except for any information which is exempt from disclosures in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information or Commercially Sensitive Information. The Council shall be responsible for determining at its absolute discretion whether any of the content of this Contract is for disclosure in accordance with the FOIA. Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Council to publish this Contract in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA redacted) including from time to time agreed changes to this Contract, to the general public.

13. Confidentiality

- 13.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's Confidential Information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 13;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory Council (including but not limited to in accordance with clause 12.2).
- 13.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Insurance

- 14.1 The Supplier shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this Contract providing as a minimum the following levels of cover:
 - (a) public liability insurance with a limit of indemnity of at least £10 million in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of at least £10 million per claim in relation to any one claim or series of claims; and
 - (c) any other insurances required under the Special Conditions;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss.

Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 14.2 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 14.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 14.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract.
- 14.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years (or twelve years if the Contract has been executed as a deed) following expiry or earlier termination of this Contract.

15. Dispute resolution

- 15.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Council's Chief Executive and the Supplier's Chief Executive (or equivalent) who shall attempt in good faith to resolve it;
 - (c) if the Council's Chief Executive and the Supplier's Chief Executive (or equivalent) are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 15 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation.
- 15.2 Unless otherwise agreed between the parties, the mediation will start not later than 15 Working Days after the date of the ADR notice.

- 15.3 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

16. Intellectual property

- 16.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Council on creation.

- 16.2 The Supplier shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

17. Termination

- 17.1 The Council may terminate this Contract in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier is in Material Breach of any obligation under this Contract and that breach is not capable of remedy to the Council's satisfaction;
- (b) if the Supplier is in Material Breach of any obligation under this Contract, that breach is capable of remedy and the Supplier has failed to remedy the breach to the Council's satisfaction within 28 days of receipt of a Default Notice;
- (c) if there is an Insolvency Event;
- (d) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010;
- (e) if any of the provisions of Section 78 of the Procurement Act 2023 "the Act" apply a). if this Contract was awarded or modified in breach of the Act, b). where a Supplier has since the award of the Contract become an "Excluded" or "Excluded Supplier"; or c) a subcontractor to a Supplier is an Excluded or Excludable Supplier pursuant to Schedules 6 and 7 "Mandatory" and "Discretionary" exclusion grounds ; or
- (f) if any other circumstances specified in the Special Conditions apply.

- 17.2 Either party may terminate this Contract in accordance with the provisions of clause 19 of these Services Contract Conditions of Contract.

17.3 The Council may terminate this Contract in accordance with the provisions of clause 20 of these Services Contract Conditions of Contract.

17.4 If this Contract is terminated by the Council for cause under clause 17.1 and/or clause 17.2 of these Services Contract Conditions of Contract such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

18. Consequences of Expiry or Termination

18.1 On the expiry of the Term or if this Contract is terminated in whole or in part for any reason the Supplier shall:

- (a) co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a Replacement Supplier at no extra cost to the Council; and
- (b) procure that all data, Documents and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith at no extra cost to the Council and the Supplier's Authorised Representative shall certify full compliance with this clause.

18.2 If the Supplier fails to fulfil its obligations under clause 18.1 then the Council shall have authority to enter the Supplier's premises upon reasonable notice and take possession of any items which should have been returned to it. Until they have been returned the Supplier shall be solely responsible for their safe keeping.

18.3 Where notice of termination has been given, the parties shall immediately liaise with regard to matters such as the redeployment of personnel and potential transfer of contractual obligations and liabilities in order to minimise the financial repercussions of such termination and ensure an orderly migration of the Services to the Council or, at the Council's election, to a Replacement Supplier.

18.4 The termination of this Contract is without prejudice to the accrued rights of the Parties.

19. Force Majeure

19.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

19.2 If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

19.3 A party cannot claim relief under clause 19.1 if:

- (a) the delay or failure is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the cause in question; and/or
- (b) in accordance with best practice prevailing in the relevant industry, the Supplier should have foreseen and provided for the cause in question.

20. Prevention of bribery

20.1 The Supplier represents and warrants that neither it, nor any of its Supplier Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

20.2 The Supplier shall promptly notify the Council if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 20.1 at the relevant time.

20.3 The Supplier shall (and shall procure that its personnel shall) during the Term:

- (a) not commit a Prohibited Act;
- (b) not do or omit to do anything that would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) notify the Council (in writing) if it becomes aware of any breach of clause 20.1(a) or clause 20.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Contract.

20.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Contract and the steps taken to comply with its obligations under clause 20.3.

20.5 The Supplier shall allow the Council and its third party representatives to audit any of the Supplier's records and any other relevant documentation.

20.6 If the Supplier is in default under this clause 20.1 the Council may by notice:

- (a) require the Supplier to remove from performance of this Contract any personnel whose acts or omissions have caused the default; or

(b) immediately terminate this Contract.

20.7 Any notice served by the Council under clause 20.6 shall specify the nature of the Prohibited Act, the identity of the party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Contract shall terminate).

21. Assignment and other dealings

21.1 The Council may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

21.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Council.

22. Subcontracting

22.1 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Council.

22.2 If the Council consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

23. Entire agreement

23.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

24. Variation

24.1 Except as set out in these Services Contract Conditions of Contract or in any Special Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Council.

25. Waiver

- 25.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 25.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

26. Rights and remedies

- 26.1 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Severance

- 27.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 27.2 If any provision or part-provision of this Contract is deemed deleted under clause 27.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. Notices

- 28.1 Any notice given to a party under or in connection with this Contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to NWLDC, PO Box 11051, Coalville, LE67 0FW in respect of notices to the Council or to its registered office (if a company) or its principal place of business (in any other case) in respect to notices to the Supplier; or
 - (b) sent by email, provided that a copy is also delivered by hand or by pre-paid first-class post or other next working day delivery service in accordance with (b) above.
- 28.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

- 28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Third party rights

- 29.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 29.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

30. Warranties & Representations

Modern Slavery

- 30.1 The Supplier represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Supplier nor any of its officers, employees or other persons associated with it:
- (a) has been convicted of any offence involving slavery and human trafficking;
 - (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 30.2 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

31. No partnership or agency

- 31.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 31.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

32. Governing law

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

33. Jurisdiction

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

Schedule 2 – Special Conditions

Schedule 3 – Charges

Item	2025-26	2026-27	24 months
Salaries	61,102	63,104	124,206
External costs for monitoring	19,415	16,729	36,143
Travel and subsistence	5,575	5,575	11,150
Contingency	8,246	8,004	16,250
TRT full cost recovery	12,214	12,280	24,495
TOTAL	106,552	105,691	212,243

Schedule 4 – Specification

1.0 BACKGROUND

River Mease

Meandering from Ashby de la Zouch westwards across Leicestershire, Derbyshire and Staffordshire where it meets the River Trent, the River Mease and the lower section of the Gilwiskaw Brook are designated as the 'River Mease Special Area of Conservation' (SAC). Covering around 25km (16 miles) the River Mease SAC represents one of the best examples of an unspoilt meandering lowland river, which supports characteristic habitats and species.

The majority of the river channel also shows human impact on the river in three main ways: development and housing; quality and amount of wastewater, and urban and agricultural runoff. The species and habitats could be under threat from pollution and poor water quality mainly due to high phosphorus levels. These pressures need to be addressed to ensure these species and habitats survive into the future and that the SAC meets its Conservation Objectives and any adverse effect upon the SAC is avoided.

The River Mease is designated as a SAC and a Site of Special Scientific Interest (SSSI) for its valuable species of fish and macrophytes.

River Mease Partnership

The River Mease Partnership includes agencies and local authorities that are working to improve and protect the SAC.

The Partnership's main aim is to address water quality as part of a wider river restoration plan. This includes reducing the levels of phosphate within the river through positive action, such as working with farmers, developers and local people.

In response to the high levels of phosphate in the catchment and the pressure for new development, the River Mease SAC Developer Contribution Scheme (DCS1 and 2) were adopted in 2012 and 2016. The DCS allowed developers to pay contributions towards measures to mitigate the negative effects of new development on the SAC. Whilst most of these mitigation measures have been delivered, there are still some monies left to spend under the DCS. There is also no further capacity available under the DCS for new development to come forward.

Natural England also issued advice in March 2022 in relation to nutrient neutrality for developments in the SAC catchment. The letter advised that new development within the catchment of these habitats comprising overnight accommodation can cause adverse impacts to nutrient pollution.

As such mitigation measures need to be brought forward by the Council (or by developers themselves) to mitigate for nutrient pollution arising from developments involving overnight stays, so that new housing can be delivered in the SAC catchment.

The Council was recently awarded £2.56 million under the second round of the Government's Local Nutrient Mitigation Fund (LNMF) to deliver nutrient neutrality mitigation measures in the SAC catchment, including nature-based options, such as drainage ditch management, agricultural reversion and riparian buffers, alongside septic tank upgrades and retrofitting of water efficient facilities to Council owned properties.

This assignment will be funded from the LNMF funding and the DCS.

2.0 SPECIFICATION

Core responsibilities of Project Partner

- To co-ordinate, implement and monitor nature-based mitigation measures to be delivered across the catchment and funded by the LNMF and DCS, including undertaking Habitat Regulation Assessments and securing agreement with Natural England for each type of mitigation measure.
- To project manage the nature-based mitigation measures to ensure they are effectively delivered and meet the requirements of the LNMF funding and actions in the River Mease Water Quality Management Plan.
- To work with the local planning authorities (North West Leicestershire District Council, Lichfield District Council and South Derbyshire District Council), internal and external partners, stakeholders and landowners to deliver the mitigation measures.
- To actively seek opportunities to achieve multi-objective benefits from the mitigation measures such as those linked to biodiversity net gain, flood risk, green and blue infrastructure, National Forest planting and climate change.
- To negotiate with landowners to secure mitigation measure projects on third party land, either through sale or long-term lease agreements.
- To secure the management and monitoring of the mitigation measures through legal agreements between landowners and the Council.
- To report to the River Mease SAC Programme Board regarding the implementation and on-going effectiveness of the nature-based mitigation measures.
- To report to the River Mease Technical Group regarding technical matters relating to the delivery of the nature-based mitigation measures.

Volume of work

The volume of work will vary depending on the demands made at various stages during the project and the levels of activity required.

It is not anticipated that it will be a full-time role; it is estimated that over each year the average amount of work will equate to three days a week.

A “day” will be “seven and a quarter hours worked” in line with the Council’s APTC (Green book) employees.

Work sheets will need to be submitted to the Planning and Development Team Manager on a monthly basis.

Reporting lines

Responsibility for managing this assignment will be:

Top level: The River Mease SAC Programme Board

Operational level (day to day): North West Leicestershire District Council

Outcomes

To deliver the nature-based mitigation measures that will be funded by the LNMF and to deliver further mitigation measures under the DCS (see link below for further information regarding the SAC):

https://www.nwleics.gov.uk/pages/developments_within_the_catchment_area_of_the_river_mease_special_area_of_conservation

Contract period

The contract will commence 1 July 2025 for two years to 30 June 2027 with the option to extend for a further two individual years (1+1) until June 2029, however this will be funding dependent.

Schedule 5 – Invitation to Tender

Invitation to tender Part A - Contract requirement	DN765905
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Invitation to tender for

River Mease Special Area of Conservation (SAC)

Project Delivery Partner



Part A - Contract requirement

Ref DN765905

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Section 2 – Specification..... **Error! Bookmark not defined.**

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Section 1 – Instructions to tenderers

General requirements

On behalf of the River Mease Partnership, North West Leicestershire District Council are seeking tenders for the provision of a Project Delivery Partner to co-ordinate, implement and monitor the measures to improve and protect the River Mease Special Area of Conservation.

North West Leicestershire District Council's ('The Customer') requirements are defined in the specification.

Contract duration

The contract is for 2 years with the option to extend for a further 2 periods of 12 months, therefore the total maximum contract duration will be 4 years. Details of any indicative dates will be within the specification.

Process timetable

The procurement project is intended to follow the below timetable:

Step	Date(s) and time(s)
Invitation to tender (ITT) issued	06/05/2025
Deadline for final clarification questions from suppliers	23/05/2025
Deadline for the submission of ITT responses	02/06/2025, 12:00 noon
Evaluation period	02/06 – 10/06
Award decision, standstill period starts	11/06/2025 - 23/06/2025 (midnight)
Contract award	24/06/2025
Contract commencement	01/07/2025

The Customer reserves the right to amend this timetable at any time.

The procurement process adopted by the Customer is based on the 'Open' tendering procedure as detailed in the Procurement Act 2023 . In brief, the process will be as follows:

- All organisations expressing an interest in the tender have been sent an invitation to tender document.
- An initial examination will be made to establish the completeness of submitted tenders. The Customer reserves the right to disqualify any tender submission which is incomplete.
- Complete tender returns will be evaluated to ensure that all the stated essential qualifying criteria will be met.
- All tender returns will be evaluated in full against the award criteria – this is explained in further detail on the following pages.

Submitting a tender

Tenders must be submitted using the corresponding tender response document (Part B – tender response). This must be completed in full, and signed:

- where the Supplier is an individual, by that individual, or
- where the Supplier is a partnership, by two duly authorised partners, or
- where the Supplier is a limited company, by a director duly authorised for such purposes, or
- where the Supplier is a consortium, by an authorised individual or the lead organisation.

The deadline for submission of tenders is stated within the timetable and on the eProcurement system. Submissions cannot be accessed or opened by the Customer until after the deadline has expired. No documents can be uploaded to the eProcurement system after the deadline has expired. Tenders received in a method other than via the eProcurement system will not be accepted.

It is therefore strongly recommended that your submission is uploaded well before the deadline to avoid traffic and ensure that failure of systems does not result in your tender failing to be submitted by the deadline.

Any queries regarding the tender should be sent via the eProcurement system by the deadline shown in the timetable.

Any additional documents used to support the response must:

- be clearly referred to in the relevant response field
- have a title that clearly identifies the document (so they can be clearly identified when stored electronically)
- have a heading that clearly identifies the document (so they can be clearly identified when printed).

Evaluation

The Evaluation Panel will check exclusions and assess tenders against the conditions of participation.

The panel will evaluate tenders against the award criteria and the evaluation methodology on page 4, and determine the most advantageous tender.

Award criteria

The award criteria for the contract will be split between quality and price:

Price

The award criteria for price is 40%.

Suppliers will be required to complete the pricing form within the tender return document (Invitation to Tender Part B). Details of the work/volumes required can be found in the Specification where available.

Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders. If a Supplier fails to provide fully for the requirements of the specification in the tender it must either absorb the costs of meeting the full requirements of the specification within its tendered price or withdraw its tender.

The supplier submitting response with the lowest price will be awarded the maximum score out of the above percentage. All other tenders will be scored according to the formula below:

$$\frac{(\text{Lowest Tender Assessed Cost} / \text{Tenderer Total Assessed Cost}) \times 40}{1} = \text{Pricing Mark}$$

Quality

The award criteria for quality is 60%.

Suppliers will be required to respond to a number of questions within the tender return document. The responses to these will be marked using the below methodology:

Assessment	Score	Interpretation
Excellent	5	Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services. Response identifies factors that will offer significant potential added value, with strong evidence to support the response.
Good	4	Satisfies the requirement with minor additional benefits. Above average demonstration by the Bidder of the relevant ability, understanding, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with good evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with evidence to support the response.
Minor Reservations	2	Satisfies the requirement with minor reservations. Some minor reservations of the Bidder's relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with some evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations. Considerable reservations of the Bidder's relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with little evidence to support the response.
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, skills, resource & quality measures required to provide the supplies / services, with no evidence to support the response.

Each quality question also has a 'weighting' out of 100%, denoting the importance of each response. The evaluator's scores 0-5 will be multiplied by the weighting for that question to give a 'weighted score' using the following formula:

(Supplier's score/maximum possible score) X weighting

For example, a supplier scoring 4 out of 5 for a question with a 20% weighting would be:

(4 divided by 5) x 20%, or

(4/5)X0.20 = 16%

So the supplier would score 16% for that question.

These weighted scores will then be added to together to give a total score out of 100, which will then be weighted by 60% to give the supplier's total marks for Quality out of a maximum of 60%.

The weighted cores for Price and Quality will be added together to give the total score for that supplier.

If a tender scores '0', '1' or '2' against any one or more method statements, this **may** result in the failure of the tender and its exclusion from any further consideration.

Quality Questions:

Category	Title	Max. Score per Component	Weighting
Previous Experience	Reference details- previous assignments	5	25%
Stake-holder engagement	Liaison with landowners and other interested parties	5	20%
Method Statement	Project understanding	5	15%
Resource Provision	Staff and resources	5	10%
Management of contract	Management of contract	5	10%
Working with the River Mease Partnership	Working with the River Mease Partnership & North West Leicestershire District Council	5	20%
<u>Total</u>			100%

Please note:

The Council reserves the right not to award the contract to the highest scoring or any bidder.

Preferred supplier

Suppliers' scores will be added together to give a final score out of 100%. The supplier which achieves the highest total score will be the preferred supplier.

Acceptance of tender

Upon conclusion of the evaluation of tenders, any acceptance of tender(s) will be advised accordingly in writing. Such acceptance, offered pursuant to this Invitation to Tender, will be on the basis of the most advantageous tender(s), based on the evaluation criteria listed

above.

Tenderers whose tenders it is proposed should not be accepted will be advised of this in writing and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender(s).

In accordance with the Procurement Act 2023, , the award of the Tender will be subject to a mandatory standstill period of at least 8 working days between the notification of award decision and contract conclusion. If representations are received during the standstill period, the Customer may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.

The Customer does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal contract will be entered into between the Customer and the Tenderer(s). A copy of the conditions of contract can be found within this document and any Tenderer submitting a bid will be deemed to be agreeing to the terms and conditions contained within. Should a qualification of offer be made to change the terms and conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

Upon acceptance of the tender, the Contract shall be immediately constituted and become binding on both parties. The Customer will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract documents to the Customer who will duly sign and return one copy to the Supplier.

Conditions of tender

Tenders must be submitted in accordance with the following conditions. Any Suppliers that do not comply with these instructions or conditions may have their tender rejected.

1. Information, costs and expenses

The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the Supplier in connection with the preparation and submission of the tender will be borne by the Supplier.

2. Research and investigation

The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

The Supplier shall have no claim whatsoever against the Customer in respect of such matters and in particular (but without limitation) neither the Customer shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in

respect of current orders is given as a guide and the Customer makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

3. Confidentiality

All documentation and information issued by the Customer relating to the Tender shall be treated by the Supplier as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Customer.

The documents which constitute the Contract and all copies are and will remain the property of the Customer (whether or not the Customer shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Customer upon demand.

4. Supplier's warranties

In submitting a Tender the Supplier warrants and represents that:

- (a) it has complied in all respects with the Conditions of Tender;
- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Customer by the Supplier or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
- (c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Customer;
- (d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Customer;
- (e) it is of sound financial standing and the Supplier and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Supplier which may adversely affect such financial standing in the future;

5. Variant bids

Variant bids may only be accepted if indicated within the original contract notice.

In the event that the Supplier has difficulty in complying with any specific provision or wishes to propose any amendment to the specification, it should provide all information and evidence in writing concerning such difficulty or amendment as the Customer may require. The Customer may, at its discretion, consider the difficulty or amendment, and may issue general guidance or waive or amend the relevant provision, but in any case without prejudice to all or any other provisions of the Tender, the Conditions or the Specification or any rights or powers of the Customer hereunder.

No such waiver or amendment shall be binding unless made in writing and signed by the Head of Legal and Democratic Services.

6. Freedom of information

Information in relation to this tender or resulting award may be disclosed on demand in accordance with duties imposed on the Customer by the requirements of the Freedom of Information Act 2000.

Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers must provide detailed justifications why they consider the information to be confidential or commercially sensitive and an indication of how long they expect that confidential or commercially sensitive status to subsist.

Suppliers acknowledge that neither an assertion nor the provision of justifications constitutes a guarantee that the information will not be disclosed by the Customer, pursuant to a valid request made under the Act.

7. Rejection of tender

Any Tender submitted by a Supplier in respect of which the Supplier:

- (a) fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Procurement Officer leading on this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or
- (b) enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other tenderers in its tender; or
- (c) offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Supplier or any other person's proposed Tender any act or omission; or
- (d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972; has directly or indirectly canvassed any member or official of the Customer concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Supplier or tender submitted by any other Supplier; shall be rejected by the Customer provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Customer or any criminal liability which such conduct by a Supplier may attract.

8. Non-consideration of tender

The Customer may in its absolute discretion refrain from considering any Tender if:

- (a) it is not in accordance with the Form and Conditions of Tender;
- (b) the Supplier makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the Conditions and the Specification; or
- (c) the Supplier does not provide all the information required by the Customer.

9. Words and expressions

Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

10. Validity of tender

All suppliers shall keep their respective bids valid and open for acceptance by the Customer for ninety (90) days from the deadline for the submission of tenders.

Section 2 – Specification

1.0 BACKGROUND

River Mease

Meandering from Ashby de la Zouch westwards across Leicestershire, Derbyshire and Staffordshire where it meets the River Trent, the River Mease and the lower section of the Gilwiskaw Brook are designated as the 'River Mease Special Area of Conservation' (SAC). Covering around 25km (16 miles) the River Mease SAC represents one of the best examples of an unspoilt meandering lowland river, which supports characteristic habitats and species.

The majority of the river channel also shows human impact on the river in three main ways: development and housing; quality and amount of wastewater, and urban and agricultural runoff. The species and habitats could be under threat from pollution and poor water quality mainly due to high phosphorus levels. These pressures need to be addressed to ensure these species and habitats survive into the future and that the SAC meets its Conservation Objectives and any adverse effect upon the SAC is avoided.

The River Mease is designated as a SAC and a Site of Special Scientific Interest (SSSI) for its valuable species of fish and macrophytes.

River Mease Partnership

The River Mease Partnership includes agencies and local authorities that are working to improve and protect the SAC.

The Partnership's main aim is to address water quality as part of a wider river restoration plan. This includes reducing the levels of phosphate within the river through positive action, such as working with farmers, developers and local people.

In response to the high levels of phosphate in the catchment and the pressure for new development, the River Mease SAC Developer Contribution Scheme (DCS1 and 2) were adopted in 2012 and 2016. The DCS allowed developers to pay contributions towards measures to mitigate the negative effects of new development on the SAC. Whilst most of these mitigation measures have been delivered, there are still some monies left to spend under the DCS. There is also no further capacity available under the DCS for new development to come forward.

Natural England also issued advice in March 2022 in relation to nutrient neutrality for developments in the SAC catchment. The letter advised that new development within the catchment of these habitats comprising overnight accommodation can cause adverse impacts to nutrient pollution.

As such mitigation measures need to be brought forward by the Council (or by developers themselves) to mitigate for nutrient pollution arising from developments involving overnight stays, so that new housing can be delivered in the SAC catchment.

The Council was recently awarded £2.56 million under the second round of the Government's Local Nutrient Mitigation Fund (LNMF) to deliver nutrient neutrality mitigation measures in the SAC catchment, including nature-based options, such as drainage ditch management, agricultural reversion and riparian buffers, alongside septic tank upgrades and retrofitting of water efficient facilities to Council owned properties.

This assignment will be funded from the LNMF funding and the DCS.

2.0 SPECIFICATION

Core responsibilities of Project Partner

- To co-ordinate, implement and monitor nature-based mitigation measures to be delivered across the catchment and funded by the LNMF and DCS, including undertaking Habitat Regulation Assessments and securing agreement with Natural England for each type of mitigation measure.
- To project manage the nature-based mitigation measures to ensure they are effectively delivered and meet the requirements of the LNMF funding and actions in the River Mease Water Quality Management Plan.
- To work with the local planning authorities (North West Leicestershire District Council, Lichfield District Council and South Derbyshire District Council), internal and external partners, stakeholders and landowners to deliver the mitigation measures.
- To actively seek opportunities to achieve multi-objective benefits from the mitigation measures such as those linked to biodiversity net gain, flood risk, green and blue infrastructure, National Forest planting and climate change.
- To negotiate with landowners to secure mitigation measure projects on third party land, either through sale or long-term lease agreements.
- To secure the management and monitoring of the mitigation measures through legal agreements between landowners and the Council.
- To report to the River Mease SAC Programme Board regarding the implementation and on-going effectiveness of the nature-based mitigation measures.
- To report to the River Mease Technical Group regarding technical matters relating to the delivery of the nature-based mitigation measures.

Volume of work

The volume of work will vary depending on the demands made at various stages during the project and the levels of activity required.

It is not anticipated that it will be a full-time role; it is estimated that over each year the average amount of work will equate to three days a week.

A “day” will be “seven and a quarter hours worked” in line with the Council’s APTC (Green book) employees.

Work sheets will need to be submitted to the Planning and Development Team Manager on a monthly basis.

Reporting lines

Responsibility for managing this assignment will be:

Top level: The River Mease SAC Programme Board

Operational level (day to day): North West Leicestershire District Council

Outcomes

To deliver the nature-based mitigation measures that will be funded by the LNMF and to deliver further mitigation measures under the DCS (see link below for further information regarding the SAC):

https://www.nwleics.gov.uk/pages/developments_within_the_catchment_area_of_the_river_mease_special_area_of_conservation

Contract period

The contract will commence 1 July 2025 for two years to 30 June 2027 with the option to extend for a further two individual years (1+1) until June 2029, however this will be funding dependent.

Section 3 – Conditions of contract

Please find attached the terms and conditions that the supplier will be required to accept. This does not require to be returned with your tender response.

Schedule 6 – Supplier's Tender Response

Invitation to tender for

River Mease Special Area of Conservation (SAC)

Project Delivery Partner



Part B – Tender response

Ref: DN765905

DEADLINE FOR RECEIPT OF TENDER SUBMISSIONS: 02/06/2025, 12:00 noon

SUPPLIER NAME: Trent Rivers Trust

Contents

Section 1 – Conditions of Participation.....	
Section 2 – Tender specific questions.....	
Section 3 – Pricing form.....	
Section 4 – Form of tender.....	

Section 1 – Conditions of Participation

The Procurement Act 2023 (Act) allows contracting authorities to set conditions of participation which a supplier must satisfy in order to be awarded a public contract following a competitive tendering procedure. The conditions must only relate to the supplier's:

- a. legal and financial capacity; or
- b. technical ability

to perform the contract.

Regulation 6 requires contracting authorities to obtain confirmation from suppliers that they have submitted up-to-date 'core supplier information' on the central digital platform, and that such core supplier information has been shared. Therefore, suppliers that tender for public contracts will need to share certain information via the central digital platform in order to participate. Core supplier information covers:

- a. supplier information: basic information. This includes (and is not limited to) the supplier's name, unique identifier, address, VAT number (if applicable), legal form and date of company registration (if applicable), details of qualifications/trade associations and classification, for example whether the supplier is an SME and/or a public service mutual;
- b. supplier information: economic and financial standing as set out in the supplier's most recent financial accounts;
- c. supplier information: connected persons. This includes (but is not limited to) information relating to relevant connected persons such as names, date of birth and nationality, service address and legal form.
- d. supplier information: exclusion grounds. This includes information relating to relevant convictions and events that form either a mandatory or discretionary exclusion ground under the Act.

These questions and the additional 'Conditions of Participation' questions are designed to give North West Leicestershire District Council sufficient information to assess the suitability of your organisation to deliver the contract requirement.

Please answer all questions.

Part 1	Your information	
	This section seeks background information about the bidder. It is not evaluated but completion is mandatory.	
Question No.	Question	Response
	<i>Preliminary questions</i>	
1	Name (if registered, please give the registered name)	Trent Rivers Trust
2	Central digital platform unique identifier	
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: a. the name of the group/consortium b. the proposed structure of the group/consortium, including the legal structure where applicable c. the name of the lead member in the group/consortium d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	Single supplier
4	Please confirm the LOT(s) you are bidding for	- NOT APPLICABLE -
5	Are you on the debarment list? Debarment List Template Word.docx	N/A
	<i>Confirmation of core supplier information</i>	
6	Please confirm that you have submitted up-to-date core supplier information on the CDP and share this with information with us via the CDP (either a share code or PDF download). This must include: a. basic information b. economic and financial standing information c. connected person information (persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) d. exclusion grounds information	TRT has registered as a supplier on the CDP. Share code is ddTwKDt6

Part 2	Additional exclusions information This section seeks background information about the bidder, associated persons and subcontractors.	
Question no.	Question	Response
	Associated persons	
7	Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor). Where applicable, conditions of participation are outlined in Part 3 <i>If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).</i>	No
8	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	N/A
9	For each associated person, you must confirm they are registered on the CDP and have shared their information with us (either a share code or PDF download): a. basic information b. economic and financial standing information <i>(if they are being relied upon to meet conditions of participation regarding financial capacity)</i> c. connected person information d. exclusion grounds information	N/A
10	Please confirm if any of your associated persons are on the debarment list. <u>Debarment List Template Word.docx</u>	N/A
	Intended subcontractors	
11	Please provide: a. a list of all suppliers who you intend to sub-contract the performance of all or part of the	N/A

	contract to (either directly or in your wider supply chain) b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent c. a brief description of their intended role in the performance of the contract <i>If you do not intend to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.</i> If a sub-contractor is unknown at the start of the procurement (or brought in during it), state this clearly. Relevant details of the sub-contractor should then be provided once their identity and role is confirmed. This information should be shared with the authority as soon as possible and at least by final tenders.	
12	Please confirm if any intended sub-contractor is on the debarment list. Debarment List Template Word.docx	N/A

Part 3	Conditions of Participation Note these will be pass/fail criteria - for any areas of concern we may seek clarification	
Question no.	Question	Declaration
	Insurance	
13	Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below: a. Employer's Liability Insurance = £10m* b. Public Liability Insurance = £10m c. Professional Indemnity Insurance = £5m *Not applicable to sole traders.	Insurance cover below, provided by AVIVA insurance. Employers Liability (£10M) Public Liability (£10M) Professional indemnity (£5M)
14	Health and safety	

14.1	Do you employ five or more people?	Yes
14.2	If yes, does your organisation have a written health and safety at work policy?	Yes
14.3	In the last three years has your organisation been prosecuted or had a notice served for contravening any Health and Safety regulations or been formally investigated by the Health and Safety Executive or similar body? If 'yes' please provide details.	No
15	Business and professional conduct	
15.1	Has any officer of your organisation been employed by, or have a relative who is a councilor or employee of the council? If 'yes' please provide details	No
15.2	Are there any officers / employees of your organisation who have any involvement with other organisations that provide services to North West Leicestershire District Council? If 'yes' please provide details	No
15.3	Are there any outstanding claims / court action and / or employment tribunals against your organisation and could they affect your ability to perform the contract for the contract period should you be successful? If 'yes' please provide details.	No
15.4	In the past three years has your organisation had to pay any financial penalties or damages in respect of failure to perform any contract, successfully been sued for breach of contract, had a contract terminated or been refused the opportunity to re-tender for a contract? If 'yes' please provide details	No
15.5	In the past three years is there any part of your organisation, director(s) / partners / proprietors(s): In a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors or subject to relevant proceedings? That has not fulfilled obligations related to	No

	the payment of taxes or social security contributions? If 'yes' please provide details.	
16	Environmental management	
16.1	Does your organisation have an environmental / sustainability policy?	No
16.2	In the past three years has your organisation been taken to court for not complying with environmental legislation requirements? If 'yes' please provide details.	No
17	Equality	
17.1	Do you have a written equal opportunities policy?	No
17.2	In the last three years has any findings of unlawful discrimination been made against your organisation by a court, industrial tribunal or Equality Commission, or has your organisation been formally investigated by the Equality Commission on grounds of alleged unlawful discrimination? If 'yes' please provide details	No

Section 2 – Tender specific questions

Please provide responses to all questions. Your responses will be marked in accordance with the marking methodology described in the contract requirement. Please adjust the response boxes to fit your response.

If you are providing any separate attachments in support of any response, please clearly state this in your response, and ensure the attachment refers back to the question.

Question		Weighting
1. Previous Experience	Reference detail, previous assignments It is important that the Council has confidence that the appointed contractor will be able to deliver what is required. This will be assessed by evidence of having previously successfully undertaken similar work elsewhere. Please provide details of two recent contracts OR case studies whom we can contact, that are relevant to the Authority's requirements. Where possible at least one should be from the public sector. If you cannot provide two references, please explain why. Please provide the following information: • Customer organisation • Contact details at customer organisation, including e-mail • Nature of the work contracted for • Value of work • Completion date	25%
Response: 1) Customer Organisation; Environment Agency. Contact details; Adam Noon, Catchment Co-ordinator for Tame, Anker & Mease, Environment Programme Team, West Midlands Area, Environment Agency, Sentinel House, 9 Wellington Crescent, Fradley Park, Lichfield, Staffs, WS13 8RR Email: Adam.Noon@environment-agency.gov.uk Nature of work; River Mease River Restoration Programme 2019-2027. Identifying and delivering river restoration schemes along the River Mease, to bring the Mease SSSI back to favorable condition. Value of work: £600K (2019-2022), then £600K (2023-2027) Completion date: Two stages of project, current stage due to be completed 31st March 2027. 2) Customer Organisation: Leicestershire County Council Contact details@ Andrew Smallwood, Assistant Engineer, Flood Risk Management, Environment & Transport Department, Leicestershire County Council, County Hall, Glenfield, Leicester LE3 8RA Email: Andrew.Smallwood@leics.gov.uk		

Nature of Work: River Mease Nature Based Solutions Project, 2024-2025. To design and deliver nature-based solutions within specific waterbodies of the River Mease to address water quality issues, to deliver 2km of enhanced water course, and to use natural flood management measures to improve flood resilience to communities in Packington and Appleby Magna.

Value of work: £75K

Completion date: 31st March 2025

Other work

River Mease DCS (Developer Contribution Scheme) TRT has been contracted by NWLDC to provide project management and technical expertise for the DCS since 2019 to date. The first phase of this work started in April 2019 and lasted for three years to March 2022 with a 12-month extension until 2023. This phase of work saw a significant amount of delivery of interventions across the catchment, including silt traps, ponds, wetlands and a major rewetting scheme at the confluence of the River Mease and Gilwiskaw Brook. TRT supported the development and delivery of a monitoring programme to establish the effectiveness of selected schemes at trapping phosphate. TRT was successful in securing a further two years of work liaising with landowners and supporting NWLDC and the TWG to identify additional sites for nutrient mitigation, liaising with landowners and supporting the preparation of the River Mease Mitigation Strategy (2025). Project value £220K.

Phosphate WEIF: TRT have undertaken 4 years of work focused on advising farmers within the River Mease catchment on their farm phosphate budgets. This has involved soil sampling for nutrients and soil health parameters, calculating farm phosphate budgets balancing their inputs and outputs, and advising farmers on their land management practices in relation to phosphate management and diffuse pollution risks. As an advice led project this has involved some detailed and open discussion with farmers and a regular soil drop in delivered with Catchment Sensitive farmers to advise farmers on their soil results. There has been a small element of capital works delivery with this project also, specifically related to reducing diffuse pollution, including creating sediment traps and buffer zones. We have also been able to run on farm trials of best practice management such as cover crops and maize undersowing for those wishing to try the technique with reduced financial risks which has led to the take up of these practices in some cases. Project value £160k in total, 2021-25.

Soar NFM TRT recently completed a major catchment project across the Soar, funded by AVIVA Insurance and WWF, budget £710K, to deliver nature-based solutions to reduce flood risk, and increase community flood resilience in target catchments. Project required major delivery of NBS, data and monitoring, securing landowner agreements and community engagement alongside strategic framework for prioritising NFM, reporting and advocacy to mainstream NBS. Project value £710K, 2022-25.

Willow Brook NFM, Leicester The EA/Defra funded Leicester urban NFM project involves a 3 year catchment scale hydrology and water quality monitoring program across the Willow Brook to determine baseline and post-intervention changes at 11 delivery sites. The total delivery budget is £434K, the proportion for monitoring being £100K. This includes a range of continuous monitoring, spot data collection, regular morph surveys, fixed point photography, and citizen science data collection at 5 additional sites within the catchment.

Catchment hosting; TRT has delivered the hosting role for the Defra supported 'Catchment Based Approach' for four catchments across the Trent (Dove, Soar, Lower Trent and Eyewash and more recently the Tame, Anker and Mease). TRT has been leading in this area of work since 2013. This work involves engaging with a range of partners and individuals across the catchment to help facilitate partnership working, new project delivery to improve the quality and wider understanding of the river. TRT has hosted several stakeholder engagement events to bring partners together, discuss issues and identify common objectives with a view to better collaborative working. Cost of

work is £15K per catchment per annum. TRT works with partners to develop Catchment Plans, to prioritise and influence delivery.

2. Stake-holder engagement	Please provide specific examples/evidence of how you have liaised with landowners and other interested parties in the past. How did you address local issues and problems with the stakeholders, and what were the outcomes? (maximum 500 words)	20%
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Response:

TRT has been engaging with landowners in the Mease catchment area since 2013 through the various projects we have worked on. We now have a level of engagement with over 200 landowners, which is 40-50% of the whole Mease catchment area. When we first started work in the catchment, receptiveness from landowners was very poor due to negative experiences with regulators. TRT's position as an NGO has helped with engagement, as we are independent and project focused, looking to make improvements through advice and voluntary action rather than enforcement.

TRT employs qualified and experienced agricultural advisors to support and work closely with farmers and landowners. TRT staff take pride in developing a relationship with them, built on trust, integrity, and applying knowledge of farm business alongside good practice of land and water management. This relationship between TRT agricultural staff and landowners has developed and strengthened over time, through the delivery of a range of different projects.

There is one particular landowner on the Main River Mease that had been quite confrontational with regulators, and even Trent Rivers Trust staff in the early days of engagement. Through TRT's delivery of the first rounds of the DCS the project manager collaborated with the Natural England Catchment Sensitive Farming Officer to engage this landowner who had been identified as a priority landowner on both the main river and a key tributary. Specialist agricultural advisors at TRT quickly gained their trust through our independent advice and empathy and we were able to work with them to help them upgrade a farm track which was a runoff pathway for phosphates and sediments which was too small a project to be delivered through countryside stewardship funding. This resulted in a good working relationship with the farm, and we have since, through other projects, delivered river restoration on a section of the main river and the key tributary on their land, and have undertaken a Maize under sowing trial with them, advising on best methods for Maize growing and helping them improve their practices in order to reduce diffuse pollution.

In our current role as DCS delivery partner we have identified the landowners on watercourses of the priority tributaries for the LNMF work and have begun engaging with those about the proposals identified in the mitigation strategy provided by Greenshank Environmental (2025). Most of these landowners have been known to us at TRT, so we have been able to have open and honest conversations with them about how the proposals would or wouldn't work for them, which will be important and help inform how the strategy gets packaged to ensure landowner buy in.

3. Method statement	The purpose of the Method Statement is to enable us to evaluate your understanding of our requirements and the quality of your methodology for meeting them. Your Method Statement should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification. It should also set	15%
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	out a timetable and identify any key milestones. This will form part of the contract (maximum 500 words)	
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Response:

Development We initially propose enhanced ditch management schemes by targeting engagement on the 14 sites identified as prioritised in the Mitigation Strategy (Greenshank Environmental, 2025).

We have identified the landowners of these 14 sites and have begun engagement with several of them. We would work with NWLDC to develop the payment and legal terms needed to gain commitment from landowners. By month 3 we aim to have agreement from at least 2 landowners to develop schemes further – the timescale is dependent on the development of a payment structure for landowners to agree to. TRT could potentially access recent legal advice on a separate NBS contract, to input into any legal agreement, to ensure agreements are suitable for an 80-year time period.

We understand that a framework methodology of the enhanced ditch management method is due to be published by NE shortly. This will inform the calculation of potential mitigation, along with nutrient export co-efficients from Farmscoper, as outlined in the Mitigation Strategy, and with data obtained from monitoring (Proposed monitoring strategy outlined below). By month 6 we aim to be taking at least 2 scheme proposals to Natural England for approval.

Regulator and Stakeholder input/approval TRT has a good relationship with NE. We would engage early to identify the requirements of the HRA for the mitigation schemes proposed. Delivery timescales are dependent on NE for sign off but we would aim to be delivering at least 2 schemes on the ground having secured agreements with NE and landowners, by month 12.

Alongside this development of ditch management schemes we will continue with landowner engagement within the priority sub catchments; Smisby Brook, Alton Brook, Sweptstone Brook and Upper Mease. We will be looking to develop interest in either more ditch management schemes, arable or agricultural reversions, or buffer strips, and undertaking the necessary calculations using the framework methodologies and Farmscoper as part of our scoping work.

This proposal utilises a team of people with a range of skillsets including landowner liaison, design, delivery, maintenance and monitoring. We propose to keep the momentum of engagement – scoping – development – approval – delivery continuously cycling to deliver at least 2 schemes every 12 months. The first 2 will be more challenging as the concept is new in the catchment. Based on the calculations in the Mitigation Strategy, if we can get the right sites on board, this will be sufficient to mitigate for the 155.24kg/yr of temporary P mitigation required and some way towards the 71.37kg/yr of permanent P mitigation required.

Monitoring of Interventions. All of the above will be underpinned by a comprehensive monitoring programme. The *tributary monitoring* that contributed towards the identification of the priority areas for mitigation will continue over the 2 year period, amended to more closely align with the locations of ditch sites in development. We propose to install *water level monitors* at selected sites as they develop in order to accurately calculate P loading, ground truth modelled calculations and ensure we are continuing to prioritise sites correctly. We propose to utilise the automatic diurnal samplers already purchased by the DCS to sample *storm events and annual land-use changes* to monitor the impacts of storms and vegetation cover change at the sites and further inform the calculations. We will continue to monitor the *stage zero* wetland for 12 months post establishment utilising existing equipment, to complete the evidence package of whether stage zero restoration is a suitable option for P mitigation. A cost breakdown for the four areas of monitoring is included in Table 2, below.

4. Resource provision	It is important that the Council has confidence that the resources to be made available are adequate in terms of both quantity and quality to ensure delivery of the specification which meets our requirements and on time. Therefore, please answer the following: Please provide details of the resources you will use to deliver the contract. This may include a structure to chart to show how those resources fit into the organisation. You should also include the details of the qualifications, skills and experience of all team members who will deliver the contract. Also include information regarding the tasks and the amount of time each member of the project team is expected to be involved in the delivery of the specification. If any aspect of the contract is to be sub-contracted out please include the same details as for members of your staff. (maximum 500 words)	10%								
Response: Instead of using a single project manager, due to the complexity of the work required, TRT proposes to deliver the work using a multidisciplinary team. Team to include agriculture and farm advice, scheme design and delivery, ongoing maintenance and management, monitoring flow and phosphate and data analysis. TRT has been delivering nutrient reduction work alongside River Restoration schemes within the Mease at scale since 2019. We have developed a staff team with a considerable amount of site knowledge, land and nutrient management expertise and contacts with key landowners. <table border="1"> <thead> <tr> <th data-bbox="165 1272 379 1384">Name</th> <th data-bbox="379 1272 836 1384">Skills, qualifications</th> <th data-bbox="836 1272 1246 1384">Role</th> <th data-bbox="1246 1272 1437 1384">Amount of time</th> </tr> </thead> <tbody> <tr> <td data-bbox="165 1384 379 1995">Emma Smail FQA, MBPR</td> <td data-bbox="379 1384 836 1995">Experienced project manager and farm advisor. Experience supporting farmers, designing schemes, overseeing contracts, contractors and management of whole schemes, to ensure they deliver specific objectives to time and within budget.</td> <td data-bbox="836 1384 1246 1995"> Project management for the Mease delivery project. Update and support TRT and external partners for the Mease delivery project, alongside other initiatives ongoing within the catchment. Liaise with landowners, support scheme design and discussions on changing land use. Provide technical support for scheme design, and delivery as required. </td> <td data-bbox="1246 1384 1437 1995">1 day per week, 52 days per annum (104 days in total).</td> </tr> </tbody> </table>			Name	Skills, qualifications	Role	Amount of time	Emma Smail FQA, MBPR	Experienced project manager and farm advisor. Experience supporting farmers, designing schemes, overseeing contracts, contractors and management of whole schemes, to ensure they deliver specific objectives to time and within budget.	Project management for the Mease delivery project. Update and support TRT and external partners for the Mease delivery project, alongside other initiatives ongoing within the catchment. Liaise with landowners, support scheme design and discussions on changing land use. Provide technical support for scheme design, and delivery as required.	1 day per week, 52 days per annum (104 days in total).
Name	Skills, qualifications	Role	Amount of time							
Emma Smail FQA, MBPR	Experienced project manager and farm advisor. Experience supporting farmers, designing schemes, overseeing contracts, contractors and management of whole schemes, to ensure they deliver specific objectives to time and within budget.	Project management for the Mease delivery project. Update and support TRT and external partners for the Mease delivery project, alongside other initiatives ongoing within the catchment. Liaise with landowners, support scheme design and discussions on changing land use. Provide technical support for scheme design, and delivery as required.	1 day per week, 52 days per annum (104 days in total).							

		Support /develop landowner legal agreements	
Amy Taylor, BASIS BETA	Farm advisor, with extensive knowledge and skills supporting farmers with nutrient budgets, soil testing, land management advice, Grant funding options and design advice on nature-based solutions. Trained to use Farmscoper for calculating nutrient export coefficients.	Run farmscoper to assess nutrient trapping potential on sites. Liaise with landowners, support scheme design and discussions on changing land use. Support /develop landowner legal agreements	1 day per week, 52 days per annum (104 days in total).
Jon Lewis, PhD	Data and Evidence Manager Data specialist, experienced in nutrient management, hydrology and monitoring programmes for water quality and water flow.	To design and oversee monitoring programme for interventions. Data and analysis Report on phosphate loading results and mitigation potential	12 days per year (24 days in total)
Alan Graham, FdSc	Senior Technical Specialist Skilled at designing schemes, topographic surveys, preparing technical drawings, liaison with landowners, ecological surveys, commissioning contractors and supervising works.	Provide technical support to design and delivery of capital interventions (ditch re-profiling). Preparing designs, navigating constraints, topographic survey, liaising with and supporting contractors. Liaising with landowners on maintenance of interventions.	15 days per year (30 in total)
Ruth Needham BSc, MSc. CIWEM, C.WEM.	Head of Landscape and Partnership. Experienced Project Manager	Main point of contact for Northwest Leicestershire District Council. Contract and finance management	18 days per year (36 days in total)

	Supports TRT to deliver projects to spec and within budget. Stakeholder engagement, advocacy and influencing policy.	To manage and oversee the delivery of the Mease delivery work. To liaise with the River Mease Technical Working Group and the Programme Board as required. Provide updates to stakeholders and other partners, press and communications as required throughout the project.	
Dan Mills, BSc	TRT Environmental Project Officer Farm walkovers NBS scheme design and delivery Monitoring and sampling for water quality and water flow.	Undertake flow and water sampling for tributary monitoring, water level monitoring, storm event monitoring, and stage zero monitoring.	24 days per year (48 in total)
5. Management of contract		How this contract is managed and how you propose to communicate with the Council throughout this contract will be as important. Therefore, please answer the following: Please set out your management structure for managing the delivery of the contract, including identifying the roles and responsibilities of different individuals and how you will deal with any changes in staffing resources throughout the lifetime of the contract. (maximum 500 words)	10%
Response:			

The management of the Mease delivery project will be led by Ruth Needham, Head of Landscape and Partnership at Trent Rivers Trust, supported by Matt Easter, TRT CEO. RN would be responsible for managing the staff and budget of the project, ensuring the objectives of the work were met.

The main day-to-day delivery of the scheme will be undertaken by Emma Smail, Landscape Recovery Manager. Emma would lead on all aspects of delivery, including landowner liaison, scheme design and oversee the input of other staff at TRT on scheme design, delivery and monitoring.

Amy Taylor, Farm Advisor, would work closely with Emma on farmer liaison, farmer agreement and scheme delivery. Amy will also work on modeling land use and diffuse pollution risks using Farmscoper and framework calculators.

Alan Graham, Technical Specialist at TRT, will provide design, drawing and survey expertise for ditch based and other NBS interventions. Alan works closely with the other TRT staff, to provide an efficient means of technical support to the other staff working on the project.

Jon Lewis, Data and Evidence manager, has designed the program to support the monitoring element of the proposal. Jon will work closely with Emma to ensure that base line monitoring is undertaken, then as each site is confirmed, monitoring will be established.

Daniel Mills, Environmental Project Officer, will support the monitoring element of the project, his main role being taking water samples and collecting flow readings.

TRT would supply NWLDC with timesheets for all staff working on the Project Management and design of Mease DCS schemes. Timesheets would be provided usually by the 15th day of the following month.

TRT has developed and grown over recent years, now employing a staff team of 25+. Training and staff development is a priority, to ensure staff have the right skills and expertise, with access to relevant software, design methodology and best practice expertise in the delivery and monitoring of nature-based solutions.

As a charity, TRT works with landowners and partners to create valuable and meaningful solutions that provide a legacy for the landowner, the site and the community. Where possible, we support the landowner with a long-term relationship to ensure the scheme functions and develops as designed. Due to our long standing investment in the Mease catchment and involvement with other schemes, we can respond to issues as they arise, sometimes well after the scheme has been completed.

TRT places an emphasis on supporting its staff and as such has a low staff turnover. Should any existing staff leave TRT during the lifetime of the project, then TRT would seek to recruit a suitable replacement at the earliest opportunity either from its internal team or if necessary, externally recruit, providing sufficient length of contract remained. TRT has other technical staff and farm advisors who would be available to backfill work areas in the Mease delivery project if required.

6. Working with the River Mease Partnership & North West Leicestershire District Council	How this contract is managed and how you propose to communicate with the Council throughout this contract will be as important. Therefore, please answer the following: Describe how you propose to liaise and communicate with	20%
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	the Council and the River Mease Partnership throughout the period of this contract and what control measures you will put in place to monitor and ensure that work is on target and deadlines are being achieved. (maximum 500 words)	
Response: TRT already has a well-established working relationship with all members of the River Mease Partnership. Through the previous DSC role, NFM work and the EA River Restoration Project, TRT liaises closely with NE, EA, North West Leicestershire DC, South Derbyshire DC, Lichfield DC and Severn Trent on a regular basis. TRT has been a sub host for the Catchment Based Approach (CABA) for the Mease since 2015, working closely with Severn Trent and the other sub hosts across the Tame, Anker and Mease (TAM). TRT has recently become the main host on the TAM for 2025-26. This hosting role requires a high level of engagement with stakeholders, awareness of issues and activity in the catchment and administrative and monitoring updates. TRT helped create the River Mease Partnership website (www.rivermease.co.uk) on behalf of the partnership. TRT manages the email inbox from this website, enabling us to respond to enquiries from landowners, developers, communities and members of the public, as they arise. The Mease mitigation delivery would be closely tracked by TRT in consultation with NWLDC and the Mease Technical Working Group (TWG) whenever necessary. TRT will have regular communications with NWLDC and it is envisioned that the TRT Project Manager will be working closely with the NWLDC Mease Project Manager throughout this project, once that role, and that of delivery partner, is approved. This will involve email updates, regular face-to-face or online meetings, and reporting of both technical and financial information. TRT will provide a report for all TWG meetings, and Programme Board meetings as required, and attending the Technical Working group meetings regularly to keep partners updated and maintain good working relationships with partners in order to facilitate project progress and delivery. TRT will provide updates to the partnership on monitoring data, results, and analysis on a regular basis. TRT would work on the items listed in the Method Statement included in section 3 and progress against this can be checked through the regular update meetings with NWLDC as described above. TRT would propose a delivery Gantt chart outlining key work programme on receipt of a contract to be the delivery partner. This chart will be submitted to NWLDC and the Technical Working Group within one month of the project commission. The Gantt chart will be reviewed and updated on a regular basis as work progresses. TRT has internal processes of project management that involve the CEO and Head of Finance in regular project meetings where both the progress of all project delivery and financial spending is monitored. These internal checks would work in tandem with the reporting provided to NWLDC, the project board, and its schedule.		

Section 3 – Pricing form

The following pricing form must be completed as part of the tender response.

Bidders should insert their relevant prices into the column headed 'Price (£)' and any other field requesting a price. Price will be scored based on the formula details in ITT Part A, page 3.

Prices must be fully inclusive of costs and associated expenses for the delivery of the contract.

The Tender Price is the sum of the prices of each schedule item (cells highlighted in yellow) and will be regarded as the bidder's quoted price for the benefit of the financial evaluation of this Tender. It should not be taken as an indication of the work to be commissioned by the council, which may be more or less than the Tender Price.

All prices will be exclusive of Value Added Tax.

All prices are to be fixed for the initial contract period. If there are factors that will allow a price increase during the contract period this will be detailed within the specification.

No	Item	Price (£)
3.1	*Fixed Price for Year One Prices quoted must be net excluding VAT	£106,552
	*Fixed Price for Year Two Prices quoted must be net excluding VAT	£105,691
3.2	Additional Costs Please state any itemised costs you wish to be added Prices quoted must be net excluding VAT	Additional monitoring, pending scheme confirmation (intervention specific), costs to be calculated at a later date, when details of monitoring requirement confirmed. Legal support from Law firm
3.3	There may be a requirement for additional work to be commissioned separately outside the scope of what has been specified. These costs will not be scored as part of this tender. Should that be the case please add details below:	No costs included for the Mease.co.uk website, which will need future maintenance and updates or dedicated comms expertise.

	*Composite day rate	
	Prices quoted must be net excluding VAT	

*Rates provided shall be fully inclusive of all expenses and disbursements including telephone, accommodation electronic information, generation and transmission, postage, stationery, duplicating, typing, printing and any costs associated with non-professional staff.

Table 1 Breakdown of total costs, by year and item

Item	2025-26	2026-27	24 months
Salaries	61,102	63,104	124,206
External costs for monitoring	19,415	16,729	36,143
Travel and subsistence	5,575	5,575	11,150
Contingency	8,246	8,004	16,250
TRT full cost recovery	12,214	12,280	24,495
TOTAL	106,552	105,691	212,243

Table 2 Breakdown of proposed monitoring costs

Mease DCS monitoring costs - 2025-27 (not including salaries)			
Tributary monitoring			
21 sites - amended to cover ditch sites to be brought forward			
Monthly sampling plus lab analysis			
Yr	Lab fees	Mileage	Subsistence
2025-26	£6,900.00	12 trips of 150 miles = 1800 miles	12 trips@£5 = £60
2026-27	£7,590.00	12 trips of 150 miles = 1800 miles	12 trips@£5 = £60
Total for 2 years	£14,490.00	£1,620.00	£120.00
Stage zero monitoring			
12 months post build monitoring of P loading of stage zero wetland (Baseline data already obtained)			
Level and flow equipment already purchased.			
Consumables		Mileage	Subsistence
Palintest reagents for 2 years	£480.00	12 trips of 125 miles = 1500 miles	12 trips@£5 = £75
Palintest servicing for 2 years	£400.00		
Total for 2 years	£880.00	£675.00	£75.00
Flow monitoring			
Option to purchase additional level loggers for monitoring flow and calculating P loading at ditch sites			
2 level loggers per site	£1,210.00		
Installation materials per site	£250.00		
Total per site	£1,460.00		
Multiply by however many ditch sites we propose to monitor (We can move them around as sites are brought forward)		Mileage for installation (Should be able to cover data download and flow within other trips) and flow spot sampling. 22 trips of 125 miles = 2750 miles	Subsistence
5 sites	£7,300.00	£1,238	22 trips @£5=£110
Valeport flow meter purchase	£3,335.00		£110.00
Responsive event and land use change sampling			
Utilising autosamplers to monitor events such as storms or agricultural activities such as harvesting at proposed ditch sites			
Lets assume we monitor 1 events per quarter - 4 per year			
12-24 samples per sampler, 24-48 total per event, up to 192 samples per year for lab analysis			
Yr	Lab fees	Mileage for 2 operators	Subsistence
2025-26	£4,589.60	16 trips of 125 miles = 2000	32 trips @£5=£110
2026-27	£5,048.56	16 trips of 125 miles = 2000	
Total for 2 years	£9,638.16	£1,800.00	£160.00
Fixed point photography equipment	£500.00		
Total for full proposal for 2 years	External costs (equipment, lab and courier fees) £36,143.16	Total Mileage £5,332.50	Total subsistence £465.00
Total (external and internal)	£41,940.66		

Section 4 – Form of tender

Having examined carefully and understood the Conditions of Tender, Terms and Conditions of Contract, the Specification and all other documentation issued by the North West Leicestershire District Council in connection with this contract we hereby offer to supply the Goods / Services subject to the terms and conditions set out in such Conditions of Tender, Terms and Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule. We will keep our bid valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

I/We understand you are not bound to accept the lowest or any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

I/We declare that to the best of my/our knowledge the responses submitted in this ITT are correct and a true representation. I/We understand that the information will be used in the process to assess my/our organisation's ability to deliver the Authority's requirements. I/We understand that the Contracting Authority may reject this ITT if there is a failure to answer all relevant questions or if I provide false/misleading information

Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

I/We declare that:

1. This is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.
2. I/We have not done, and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:
 - a communicating to a person other than the person calling for those tenders the amount, or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.
 - b entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.
 - c offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

Invit

Invitation to tender Part B – Tender response

Procurement reference NWL093

The word 'person' includes any persons or anybody or associated, corporate or unincorporated, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Freedom of information

The Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose. The statutory presumption in favour of disclosure in the Freedom of Information Act 2000 also obliges the Council to disclose information following a valid request made to it under the Act.

Please state below any information that you specifically do not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc. Please also provide your detailed justifications for seeking the Council withholds disclosure and for the timescale identified.

Please note that the council may still need to disclose such information if necessary to comply with its obligations under the Act.

Information not for disclosure	Reason	Timescale

Tender return completed by	
Name	Ruth Needham
Position	Head of Landscape and Partnership
Company	Trent Rivers Trust
Date	11 th June 2025
Signed	

Invitation to tender Part B – Tender response	Procurement reference DN765905
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Schedule 7 – Clarifications

CLARIFICATIONS
LOG - River Mease
Project Delivery
Partner

This is a live document and will be updated whenever a new clarification question about this tender is received. **The deadline for the receipt of questions is now 06/06/2025.**

Date	Question	Response
16-May-25	We're keen to participate in the tender and are currently going through the documents and considering our approach. Before we move into the preparation stage, we'd like to kindly ask if a two-week extension to the submission deadline could be considered. This would give us enough time to properly assess the requirements and coordinate internally to ensure we can prepare a complete and thoughtful response.	<i>We are able to accommodate a two-week extension to the submission deadline. The new tender deadline is 16/06/2025 and the deadline for receipt of clarification questions is 06/06/2025.</i>

16-May-25	The '01.05.25 Final Services Contract - Long Form - Contract Particulars - V3 April 2025' document seems to be blank and we would like to understand if this is intentional or an omission. Many thanks.	<i>This document should not be blank. You may need to download the attachment and save it to your computer in order to view it. Please let us know if you have any problems.</i>
21-May-25	1 - Is this tender solely for the project management aspect of the project, not the nature-based mitigation works themselves? 2 - If the answer to question 1 is yes, would the successful project managing tenderer be able to tender for the delivery of the nature-based mitigation works, in addition? 3 - If not, would procurement for the delivery contractor be handled by the client or project managing tenderer 4 - Please could you confirm the £2.56m LNMF funding is for the delivery of nature-based mitigation works, in addition to the PM	<i>1 - Yes it is overseeing the project to deliver the measures, e.g. monitoring work, arranging for feasibility work, securing agreement with Natural England, negotiation with landowners, secure management and maintenance of the measures. It is not for the delivery/construction of the actual measures.</i> <i>2 - The successful project management supplier will not be precluded for bidding for any of the subsequent mitigation works, however NWL may decide to procure these through a variety of routes, depending on values, in line with the Council's Contract Procedure Rules. These routes to market may include national or local frameworks or other routes not open to all suppliers.</i> <i>3 - The winning tenderer will assist the Council with preparing the specifications for the mitigating works, but NWL will carry out the procurement process.</i> <i>4 - The £2.56 million includes for the delivery/construction of the mitigation works.</i>

	aspect of the project?	
23-May-25	I'm filling in the document to bid for this work... Part B, Part 1, Section d and there is a references to CDP.. I'm not sure what this is, if you could let me know?	<i>The CDP is the new 'Central Digital Platform', brought in to support the new Procurement Act 2023.</i> <i>Please see the following government guidance (including detailed video walk-throughs) on how to register your company, complete your details and 'Create a share code' to enable you to share your information with the Council.</i>
29-May-25	Thank you for responding to our clarification re the Contract Particulars. After re-downloading the attachment and saving it locally as suggested, the sections in the document still appear blank. We would appreciate confirmation on whether this is intentional or an omission.	<i>The 'blank' sections in the Contract Particulars will be populated with the winning submission for contract award. For example, Schedule 1 - Conditions of Contract will be populated with the contents of document '01.05.25 Final Services Contract - Long Form - Schedule 1 Conditions of Contract - V3 April 2025'. Schedule 2 - Special Conditions will only be used if particular special conditions are agreed through the clarifications process. Schedule 3 - Charges will be the details that the winning tenderer submits on their pricing form (ITT Part B - section 3) and so on.</i>

Schedule 8 Key Performance Indicators



This Document has been Signed with a **secure electronic signature** via E-Sign.

Envelope Details

Title	River_MEase_Project_Officer-_Contract_Particulars_2_directors.pdf.pdf
Author	Jodie Bradford (legal.admin@nwleicestershire.gov.uk)
Envelope Created on	Mon, 27 Oct 2025 17:43:19
Envelope ID	d830d75d-b6f6-48cd-adff-5021c1f47ed1

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Document Signers

Scan/Click the QR Code to view signature information

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Tue, 04 Nov 2025 15:41:44	Kate Hiller Signed the Document (IP: 78.41.158.124)
Tue, 04 Nov 2025 11:39:21	Jodie Bradford Signed the Document (IP: 78.41.158.124)
Mon, 03 Nov 2025 20:42:44	Martin Stack Signed the Document (IP: 31.51.48.183)
Mon, 27 Oct 2025 17:49:58	Mark Owen Signed the Document (IP: 2.101.220.44)

