Procurement & Commercial

Procurement Documents

Fishery Liaison Services

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| **Procurement Overview** | |
| **Find a tender reference** | |
| **Publication reference: 2021/S 000-013582**  **Publication date: 16 June 2021** | |
| **Scope of Work** | |
| **Scope of Works**  **SSE require Fishery Liaison Services support for the following requirements. SSE will be looking to award multiple Contractors under the Framework. It is not necessary for a Contractor to be able to deliver across all of our regional requirements.**  **Transmission – Fishery Liaison Services**  **1. The CFLO shall identify all vessels within the project area:-**    **a. Produce a spreadsheet of all relevant details for each vessel, including but not limited to: Vessel name, registration number, home port, working port, vessel length, date of purchase if less than 5 years. Licenses held.**  **b. Obtain and corroborate the location and type of fishing undertaken by each vessel, this data shall be presented on a UKHO chart and shall be signed by the CFLO and the fishing license holder. A chart shall be produced for each vessel.**  **c. Determine which vessels operate in the installation corridor.**  **d. For each vessel operating in the installation corridor obtain records sufficient to prove the extent to which they fish in the installation corridor, the timing and the value of the catch. This will require to be corroborated by vessel tracks, sales receipts, or other reasonable means and through discussion with other vessels. A report will be prepared, for each vessel, and provided to the Employer for review.**  **2. The CFLO does not have authority to provide or agree any details of compensation without the agreement of the Employer.**  **3. The CFLO and the Employer will jointly review the data and determine if any offer shall be made to any vessel, The CFLO and the Employer shall determine the value of any compensation and how any payment will be structured.**  **4. The CLFO shall engage with the fishing industry, prior to any engagement the CFLO shall provide to the Employer a list of who they will be engaging with and the topics to be discussed. Within 5 days of any engagement the CFLO shall provide a written transcript of the discussion to the Employer.**  **5. The CFLO shall retain appropriate FIR’s who shall adhere to the requirements of the Project.**  **6. The CFLO is responsible for ensuring that the installation corridor is clear of fishers and gear.**  **7. The CFLO shall advise the employer of any foreseen risks or challenges.**  **8. The CFLO shall advise the employer of any opportunities or operations that may improve the employer’s position**  **9. The CFLO shall at all time’s work to support the Employers interests, ensuring cost effective timely completion of the project.**  **10. The CFLO shall ensure that the requirements of the project’s consents are met, and that relevant legislation and guidance is followed, in so far as it applies to the project.**  **11. The CFLO may be requested to administer any payments made to affected parties, the CFLO shall provide a fixed rate for managing these payments based on a per payment rate.**  **12. The CFLO may be required to work with other as directed by the Employer, this may include other specialist service providers.**  **13. IP & Data, the employer retains sole rights to all Data or intellectual property (IP) gathered or generated during the project. The CFLO may not utilize or share said Data or IP without express agreement of the employer, this agreement shall not be un reasonable be withheld.**  **Distribution/ Renewables – Fishery liaison Services:**  **Company Fishing Liaison Officer (CFLO) and Fishing Industry Representative (FIR)**  **• Provision of CFLO and FIR related services to enable delivery of, and in accordance with, SHEPD’s Standard Operating Procedures as described at Submarine Electricity Cables (ssen.co.uk) and in accordance with the relevant FLMAP.**  **• Ad hoc services as required and instructed by the Employer.**  **Fisheries Liaison Advice and Services incorporating:**  **• Review and distribution of Notice to Mariners (NtM) and alerts, including placing alerts on Kingfisher as required for offshore activities (Create New Alert - The Seafish Kingfisher Bulletin).**  **• Promulgation of project information, and changes to this, to fishery stakeholders and other legitimate sea users in accordance with the relevant FLMAP and ‘How Scottish Hydro Electric Power Distribution co-exists with other marine users’ .**  **• Develop (where required) and maintain a fishery and sea user stakeholder database.**  **• Develop (where required) and maintain a communications log recording all verbal and written correspondence with fishery stakeholders (including by social media).**  **• Ongoing evaluation during the project period of fishery activities and those of other legitimate sea users and provision of advice regarding their potential influence on the project to SHEPD and their appointed contractors.**  **Management of Compensation Claims and Co-operation Payments**  **• Provision of advice and support in the management of financial agreements with static fisheries stakeholders associated with cable surveys, installation and decommissioning activities and any wider associated works. This may include negotiations, meetings, collection of evidence, assessment and the administration of payments, and monitoring of compliance.**  **FLMAP Development/ Review and Delivery Programme**  **• Production of regional FLMAPs (example provided) where required covering:**  **o Clyde**  **o Argyll**  **o West Highlands**  **o Western Isles**  **o North Coast and Orkney**  **o Shetland**  **o Forth, Tay and Moray Firth.**  **• Annual review and update of the above regional Fisheries Liaison Mitigation Action Plans**  **• Production of a FLMAP Delivery Programme report prior to commencement of work. The report shall outline how the FLMAP will be delivered, measured and fulfilled, and include a register of commitments and mitigations.**  **• Completion and close-out of the FLMAP Delivery Programme upon completion of the project(s) activities. The completed report will detail how the services have been delivered.**  **Charting and Graphics**  **• Collation and manipulation of data as required to support provision of the services.**  **• Charting and GIS support as required to provide up to date locations of fishing gear and fishing operations.**  **Project Management**  **• All project management and reporting activities as required to fulfil the scope of work.**  **Commercial Fishery Working Groups**  **• Organise, deliver and minute take for local Commercial Fishery Working groups, ensuring membership is appropriate, UpToDate and fit for purpose as per consent documents** | |
| **Size / Volume / Length of Project:** | |
| A three year contract, with two options one year extensions. | |
| **Anticipated Project / Contract Duration:** | |
| FW | |
| **Proposed Strategy:** | |
| **This is an expression of interest. This must be returned to Louise Emmett at louise.emmett@sse.com and John Hunter at john.hunter4@sse.com by 2nd July 2021 5pm.**  **After expressions of interest there will be a tender which will evaluate both the commercial and technical capabilities of those who have expressed interest.** | |
| **Proposed Form of Contract** | |
| NEC with amendments via Z clauses  Any resultant Contract entered into shall be governed under Scottish Law | |
| **Contract / Framework Agreement** | |
| The intention of the Authority is to make a Contract between the Authority and the successful Supplier. | |
| **Supplementary Information** | |
| This opportunity is advertised on the find a tender portal, reference 2021/S 000-013582 with Procurement documentation available on <http://sse.com/potential-suppliers/> | |