



# **Audit of derelict waters in Northern Ireland**

## **Terms of Reference**

**Issue Date: 22<sup>nd</sup> December 2016**

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## 1. BACKGROUND

- 1.1 Sport Northern Ireland is a leading body for the development of sport in Northern Ireland and an Arm's Length Body of the Department of Department for Communities (DFC) and is charged with the development of sport in Northern Ireland.
- 1.2 Sport Northern Ireland's vision is "Northern Ireland: renowned as a place where people enjoy, engage, and excel in sport."
- 1.3 In practice this means Sport Northern Ireland designing and implementing programmes and partnerships that will contribute to the following strategic objectives:

Objective 1	Sporting Communities	To increase and support the number of people adopting and sustaining a sporting lifestyle.
Objective 2	Sporting Clubs	To enable more people to develop and reach their sporting goals through a structured environment
Objective 3	Sporting Winners	To help more Northern Ireland athletes win at the highest level.

- 1.4 Sport Matters: The strategy for Sport and Physical Recreation 2009 – 19 has highlighted the need for increased participation in sport and physical recreation. Outdoor recreation activities have been highlighted as key area that would make a significant contribution to increasing participation levels and the Outdoor Recreation Action Plan has been developed to support the delivery of Sport Matters
- 1.5 Action 3D of the ORAP has highlighted the need to identify special areas of significance for sport and the Strategic Review of Angling (SRA) was highlighted as an outcome from this action.
- 1.6 The (SRA) was completed in 2013 and the recommendations are being taken forward by the NI Angling Forum which is supported by Sport NI

and chaired by the Department of Agriculture, Environment and Rural Affairs Inland Fisheries Group.

- 1.7 Recommendation 20 in the SRA has highlighted the need to undertake an audit of derelict waters and this piece of work will fulfil that recommendation

## **2. BACKGROUND TO THE STUDY**

- 2.1 The provision for the development of “derelict Waters” is outlined in the Fisheries Act (Northern Ireland) 1966. The section relating to derelict waters applies where:
  - (a) the Department is of the opinion that any inland waters should be developed for angling; and
  - (b) the person who is entitled to the fishing rights in those waters is unknown or cannot be found.
- 2.2 GIS information on all of the lakes and rivers in Northern Ireland is available and it is likely that many of these may be “derelict” with no fishing right owners identified.
- 2.3 Holding the fishing rights does not automatically confer access rights to the lake or river and so the focus of this study is into fishing rights rather than necessarily access rights which must be negotiated with relevant landowners.
- 2.4 An “Active Clubs” development officer for angling was appointed in 2015 through Sports Lottery Funding and works to increase club membership and develop new clubs that particularly focus on the provision of new opportunities for targeted and under-represented groups in sport.

## **3. SCOPE OF THE ASSIGNMENT**

The successful contractor will be commissioned to undertake all components of the project. The components fall into two distinct stages:

### **Stage 1**

Carry out desktop research into the **known fishing rights** for waters (lakes and rivers)

Map all information on to GIS layer suitable for Arc GIS

## **Stage 2**

Produce a report for Sport NI and the NI Angling Forum on the findings of the audit.

### **4. PROJECT AIMS & OBJECTIVES**

The overall aim of the review is to provide robust and accurate information on the current known fishing rights of both rivers and lakes in NI.

### **5. SPECIFIC TASKS**

- 5.1 Carry out an initial review of all data available from Government Departments or Agencies notably DAERA Inland Fisheries Group, Loughs Agency and Northern Ireland Water to ascertain what waters they own or lease the **fishing rights** for and what information they have on angling clubs / fishery owners and angling providers claim to have the rights for.
- 5.2 Survey all angling clubs / fishery owners to verify this information or find out what waters they believe that they own or lease.
- 5.3 Capture this information on GIS format with the existing lakes and rivers layer
- 5.4 Mark on GIS the sections of rivers / lakes where there is undisputed rights for riparian ownership, disputed rights or unknown "derelict " waters
- 5.5 Create a priority list for development by communities, clubs and/or councils where the information is clear that the waters are derelict and where public access could be easily established (i.e. on public land).
- 5.6 Mark on the GIS layer where any **access** agreements are in place for waters if known

- 5.7 Produce a report for Sport NI and the NI Angling Forum on the findings of the audit.

## **6. TERMS OF BUSINESS**

- 6.1 Conflicts of Interest. The tenderers will be required to register any potential conflicts of interest they may have for this contract. The onus will be on the tenderer to contact Aidan Creamer of Sport Northern Ireland if there is any potential for conflict of interest be it professional, commercial or personal.
- 6.2 It is envisaged that the appointed consultant will respond to queries raised by Sport NI staff in a timely manner (within 3-5 days).
- 6.3 All submissions from the consultant will be required in electronic format at least 7 working days in advance of meetings along with any relevant supporting documentation.
- 6.3 60% payment will be made on project initiation and the remaining payments will not be made until the steering group is satisfied with the consultant's output for each stage of the project.

## **7. THE PROJECT PROPOSAL**

- 7.1 The project proposal should be concise and presented in the following format:
- The proposed budget based on daily inputs and all other expenses;
  - Outline of method and approach;
  - Details of key staff to be allocated to the project together with a resume of their experience in the area of developing and / or reviewing policies and strategies along with professional qualifications.
  - References in relation to previous and similar work that has been undertaken.
  - Three (3) bound copies of the project proposal to be submitted to Sport Northern Ireland.

## 8. TIMESCALE FOR THE PROJECT

8.1 It is envisaged that the following timeframe will apply:

Item	Date
<b>Procurement Timeline</b>	
Invitation to tender	22.12.16
<b>Deadline for proposal and quote</b>	<b>20.1.17</b>
Assessment of proposal	<b>23.1.17</b>
Project initiation meeting	<b>27.1.17</b>
<b>Project Specific Timeline *</b>	
Draft report submitted to SNI	20.3.17
Final report(s) and presentation of findings	31.3.17

## 9. MANAGEMENT

9.1 A project management structure will be implemented within Sport Northern Ireland (with a named individual always as first point of contact). A reasonable number of project management meetings will take place between the contractors and the steering group, normally at either the House of Sport or Tollymore National Outdoor Centre.

## 10. BUDGET

10.1 The proposed budget should include all costs related to the project (including travel and any other relevant expenses). The total budget available for the project is capped at **£15,000** (including VAT).

## 11. SUBMISSION OF PROPOSAL

11.1 Responses to the brief should arrive with Sport Northern Ireland no later than **3.00pm on 20.1.17** addressed to Aidan Creamer at the address below.

11.2 Tenders or additional information received after the deadline will not be considered unless explicitly requested by the steering group.

## **12. CRITERIA FOR SELECTION**

13.1 The proposals will be assessed against the following criteria:

- Professional ability of staff including the experience of personnel, details of whom should be included in the tender and methodology; (Please note this is a qualifying gateway: tenders which fail to demonstrate professional competence to undertake the assignment will not proceed to scoring against quality and value for money).
- The quality of the proposal; and
- Cost / value for money.

## **13. ADDITIONAL INFORMATION**

13.1 SNI are not bound to accept the lowest or any tender.

13.2 Tenders are to remain open for acceptance for a period of two months from the date for return of tenders or any extended return date notified by SNI.

13.3 SNI may require the tenderers to extend the validity of the tenders at any time prior to the award of the contract.

13.4 Execution of a contract will only be deemed to have taken place when SNI issue an Engagement Letter accepting a tender incorporating any amendments or variations to the tender agreed by both parties. No tender or a part of it will be deemed to have been accepted unless such an acceptance shall have been notified to the tenderer in writing by the two above agencies.

## **14. OTHER CONDITIONS**

14.1 Ownership of Work papers and Supporting Documentation. All work papers and supporting documentation for audits and other work will become the property of SNI.

- 14.2 Employment of Staff by the Contractor. The contractor shall select and employ suitable and competent persons for the performance of the services under this contract. SNI may, without giving any reason, direct the contractor to remove any employee from the performance of the services under this contract and replace him/her with another suitable and competent person, and the contractor shall at once comply with any such direction.
- 14.3 Sub-contracting and Assignment. The contractor may not sub-contract the services or any part of them and may not assign this agreement in advance or any part of it without the written contact of the steering group.
- 14.4 Termination and Default of the Contractor. The steering group may terminate the contract if the performance of the contractor is not of the required standard. In such circumstances the steering group will serve on the contractor a letter stating how their performance has deteriorated and they will be given 28 days to improve the standard, or the contract will be terminated immediately. SNI will not accept any responsibility for any costs which the contractor may incur as a result of the contract being terminated in this manner.
- 14.5 Standard Format of Documentation. Tenderers should be aware that it is standard SNI procedure to ask for documents in a form that is compatible with SNI word processing systems. The successful tenderer will be expected to provide reports in this form. The current system used by SNI is Microsoft Word for Windows 2003.
- 14.6 SNI is under a duty to protect the public funds it administers, and to this end may use information you provide for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

## 15. CONTACT DETAILS

15.1 Your point of contact within SNI will be:

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