

# **Invitation to Quote (“ITQ”)**

## **Boating Concession**

**In**

**Groveland Park**

**The Bourne**

**Southgate**

**London**

**N14 6RA**

**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING  
YOUR SUBMISSION**

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## **Section 1 – Invitation to Quote**

### **1 Preamble**

#### **1.1 Introduction**

The London Borough of Enfield (the “Authority”) is seeking to appoint a suitable and experienced provider to tender for a Boating concession in Grovelands Park.

The Contract shall be in accordance with this document and any attached documents.

Providers should read these instructions carefully before completing the remaining documentation, and must comply with the terms of this ITQ. Failure to comply with these requirements for completion and submission of the quotation may result in the rejection of your submission. Providers should acquaint themselves fully with the extent and nature of the goods / services and contractual obligations contained herein and take any independent financial or legal advice, if necessary, as early as possible in the process and Providers are deemed to have done so before submitting a quote.

All responses are to be uploaded within [www.londontenders.org](http://www.londontenders.org)

Providers shall treat this contract as a ‘one-shot’ opportunity and are reminded that the EU procurement regime prevents us from negotiating on commercial aspects of any Providers offer – hence, Providers shall always treat their Submission as a “best and final offer”.

#### **1.2 Contractual Structure**

Any Contract resulting from this ITQ will be subject to the Terms and Conditions together with any schedules and appendices substantially in the form attached at section 5 (the “Contract”). The Contract sets out the terms and conditions between the Authority and the successful Provider(s) for the provision of the goods / services. Appointment under the Contract will mean that successful Provider will be required to deliver goods / services to the Authority on the terms and conditions set out in the Contract throughout the duration of the Contract.

The duration of the Contract will be for 10 years.

#### **1.3 Award of the Contract**

The successful Provider shall be selected to enter into the Contract based on an evaluation of submissions with the Rent criteria given a 60% weighting, and quality criteria given a 40% weighting.

It is envisaged that Provider with the top scoring submission will be invited to join the Contract.

The evaluation criteria and their weightings are set out in section 7 (Evaluation Criteria).

#### **1.4 Information Provided**

The Authority have made every effort to ensure the completeness and accuracy of information provided to Providers but do not warrant any such information. Providers will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their quotes.

## **2 Content of Submission**

Providers submissions shall be made in accordance with the Section 2 (Instructions to Providers) and in Section 3 (Form of Submission).

### **2.1 Quality Evaluation**

Providers shall respond to each evaluation criteria set out in section 7 (Evaluation Criteria).

Provided in brackets after each evaluation criteria is the percentage score allocated to that criteria and also any limitation to the length of response required. Providers are to use font style Arial, size 12pt. Any information given outside of this limit will not be factored into the evaluation.

Please note that only information contained within the response to a single criteria will be assessed for that criteria, the evaluation panel will not cross-reference answers to questions so be sure to respond fully to each criteria fully and in the correct place.

### **2.2 Rent Evaluation**

Providers shall complete section 23 (Rent Proposal).

Any Rents provided should be exclusive of VAT and to be last and final offer.

### **2.3 Insurance and Security**

Providers shall have in place the following insurance levels as a minimum for each individual claim:

Public Liability Insurance	:	limit of at least £10,000,000 (Ten million) per claim
Employer's Liability Insurance	:	limit of at least £5,000,000 (Five million) per claim

Providers shall confirm levels of Public liability, Employers Liability and Professional Indemnity insurance (either in place or to be obtained) in their submission and highlight any limitations on cover and enclose a copy certificate or broker's letter to confirm the level and scope of cover, where appropriate.

The Authority may, at their discretion, either before the execution of or during the term of the Contract, require the Provider to supply a Parent Company Guarantee.

### **2.4 Certificate of Non-Collusion**

Providers shall complete the certificate of non-collusion attached at section 9 (Certificate of Non-Collusion) and upload within the relevant section of ProContract.

## **3 Evaluation of Submissions**

### **3.1 Minimum Standards**

The Evaluation Team will evaluate this section on the basis of criteria set out in Section 7. Providers who do not meet the Minimum Standards in full will not qualify and their submission will not be evaluated further.

### 3.2 Written Submission

The Evaluation Panel will evaluate the bids received to establish the most economically advantageous to the Authority in terms of the criteria set out at section 7 (Evaluation Criteria). That assessment will be made on the basis of Provider's responses to this invitation.

### 3.3 Landlord References

References will be evaluated on a PASS / FAIL basis as set out in section 7 (Evaluation Criteria).

### 3.3 Rent Proposal

The Evaluation Panel will evaluate the bids received to establish the most advantageous to the Authority in terms of the criteria set out at Section 6 (Evaluation Criteria).

### 3.4 Clarification Meeting

As part of the evaluation, the Authority may ask providers to attend a clarification meeting to demonstrate their understanding and approach as outlined in their Submission and to allow the Authorities an opportunity to clarify any aspect of their Submission.

## 4 Procurement Timetable

The envisaged timetable for the selection of the successful Provider to enter into the Contract is as follows:

Activity	Date / Time
Deadline for receipt of Providers questions	Friday 17 <sup>th</sup> November 2017
Deadline for response to Providers questions	Wednesday 22 <sup>nd</sup> November 2017
<b>Deadline for receipt of Providers submissions</b>	<b>5pm Friday 24<sup>th</sup> November 2017</b>
Evaluation and internal process to approve provider	mid-January 2018
Notification of outcome to Providers	January 2018
Final contract award (subject to any planning approval)	March 2018
Anticipated contract start	April 2018

The above timetable is indicative only and subject to variation by the Authority. Providers will be informed of any significant changes.

## **Section 2 – Instructions to Providers**

**Submissions must be made in accordance with the following instructions to Providers (the “Instructions”). Submissions that do not comply with these instructions in any way may be rejected by the Authority whose decision in the matter shall be final.**

### **1 Introduction**

- 1.1 Submissions shall be presented under the same headings and in the same sequence as required by the ITQ.
- 1.2 Providers are responsible for obtaining all information necessary for the preparation of their Submissions. All costs, expenses and liabilities incurred by any Provider in connection with the preparation and/or submission of a response, and in discussion with the Authority, and (in the case of acceptance of a Submission by the Authority) in connection with the execution of the Contract and any relevant documents, shall be borne by that Provider.
- 1.3 The information referred to or contained in the ITQ has been prepared by the Authority in good faith but does not purport to be correct, comprehensive or to have been independently verified. The Authority in no way warrants any information given to Providers. Providers shall not rely on the information and must carry out their own due diligence checks in order to verify the information provided by the Authority. The Authority accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of Providers' use of or reliance on such information.
- 1.4 The attention of Providers is drawn to the Terms and Conditions of the ITQ. It is essential that Providers are totally familiar with the contents of this document before compiling their Submission.
- 1.5 The procurement timetable is set out at paragraph 4 of Section 1.
- 1.6 If any Provider requires any further information or wishes to raise any query, such requests or queries should be addressed in writing via the ‘Discussion’ area of ProContract. The Authority will endeavour to answer any requests and/or queries raised, provided that they are received prior to the deadline set under paragraph 4 of Section 1 and provided the Authority considers any such request to be appropriate for reply. Any such requests and/or queries and the Authority’s responses will be sent to all Providers, where appropriate.

### **2. Confidentiality**

- 2.1 All information supplied by the Authority in connection with the ITQ shall be treated as confidential and Providers shall not, without the prior written consent of the Authority, at any time, make use of such information for any purpose other than the preparation of its Submission.
- 2.2 Providers shall treat the ITQ and every part of it and all other information provided by or on behalf of the Authority as private and confidential. Providers shall not disclose the fact that they have been invited to quote or release details of the ITQ other than on a strictly

confidential basis to those parties whom they need to consult for the purposes of preparing their Submission.

- 2.3 Providers shall not at any time release any information concerning the ITQ and/or their Submissions and/or any related documents and/or any negotiation and/or discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium.
- 2.4 The Authority reserves the right to retain all Providers' submissions throughout the period that the Submission remains valid and open for acceptance.
- 2.5 Each Provider undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph 2 (Section 2).

### **3. Submissions**

- 3.1 Providers shall complete all relevant online questions, and upload responses to evaluation criteria where indicated. Submissions should be received no later than **5pm Friday 24<sup>th</sup> November 2017**. Any submission received after this time shall be excluded.
- 3.2 No alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Submission. Submissions must not be qualified in any way and must be submitted strictly in accordance with this ITQ, including these Instructions. Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the Submission equivocal and/or placing it on a different footing from other Submissions.

Please note that all documentation must be completed and returned in the original format with the correct page numbers without alterations or substitutions of any kind whatsoever; pages must not be removed or extra pages inserted or replaced.

As a result of past experience of this practice and the problems this causes during submission opening, any submissions returned in a format other than the original and/or including alterations or substitutions to this document will not be accepted or considered and shall be rejected immediately.

- 3.3 Providers shall answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Providers organisation, this shall be indicated with 'N/A'.
- 3.4 Questions shall be answered in English and state all monetary amounts in Pounds Sterling.
- 3.5 The Submissions shall be signed:-
  - a) where the Provider is an individual, by that individual,



- b) where the Provider is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Submission,
  - c) where the Provider is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 3.6 Each Provider shall produce forthwith upon request by the Authority documentary evidence of any authorisation, formation, interpretation and performance referred to in paragraphs 3.5(b) and 3.5(c) above.
- 3.7 Providers shall note that the formation, interpretation and performance of the Contract shall be subject to and interpreted in accordance with the laws of England.
- 3.8 Providers shall include in their Submission all information required by the ITQ and all costs necessary to enter into the Contract and to deliver the Services safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.
- 3.9 Providers Submissions shall remain open for acceptance for a minimum period of 120 calendar days.

#### **4. Non-consideration of Submissions**

- 4.1 The Authority may in their absolute discretion refrain from considering a Submission if either:
- a) in any respect, it does not comply with the requirements of the ITQ (including these Instructions), or
  - b) the Submission contains any significant omissions.
  - c) the Submission is not submitted by the deadline set out in paragraph 3.1 of Section 2 (Instructions to Providers).

#### **5. Rejection of Submissions**

- 5.1 Any Submissions or other documents submitted by any Provider in respect of which the Provider:
- a) fixes or adjusts the amount, prices, charges and rates shown:-
  - b) by or in connection with any agreement or arrangement with any other person, or
  - c) by reference to any other Submission, or
  - d) communicates to any person other than the Authority any information except in accordance with paragraph 2.2 above (Section 2), or
  - e) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Submissions or shall limit or restrict the amounts,

prices, charges and rates to be shown by any other Provider in its Submission and other documents, or

- f) offers or agrees to pay or give, or does pay or give, now or in the future any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done or offering to do in relation to any other Provider or any other proposed Submissions or other documents or current or future commercial or personal relationship any act or omission, or
- g) has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Submissions or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Submissions or other submissions made by any other Provider, or
- h) fails to use the English language, or
- i) fails to state monetary amounts in Pounds Sterling,

may not be considered for acceptance and may accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability that such conduct by a Provider may attract.

5.2 The Authority reserves the right at any time:

- a) not to award a Contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and to procure the appointment of the Provider by any alternative means which the Authority see fit (including by way of undertaking a new procurement process), or:
- b) to award the Contract(s) to which this procurement process relates in whole, in part or not at all.

without incurring any liability whatsoever to the Provider. The Provider acknowledges and agrees that in participating in this ITQ, it shall hold the Authority harmless from any liability or loss whatsoever suffered by the Provider as a result of the Authority's actions and/or omissions under this ITQ.

## **6. Acceptance of Submissions, Criteria for Evaluation and Contract Award**

6.1 The Authority reserves the right to accept any Submission pursuant to the ITQ.

6.2 The Authority shall not be bound to accept any Submission and reserve to themselves the right at their absolute discretion to accept or not accept any Submission.

6.3 The Authority may without limitation meet with and/or interview Providers, ask for presentations and clarification of material submitted, undertake site visits and seek references as part of the evaluation process. All Submissions made by Providers prior to the Closing Date will be considered, together with any other information that the Authority may require to be submitted.

## **7. Provider's Warranties**

7.1 In completing its Submission each Provider warrants, represents and undertakes to the Authority that:

- a) it has not done any of the acts or matters referred to in paragraphs 5.1(a)-(g) above (Section 2) and has complied in all respects with these Instructions,
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Provider, its employees or agents in connection with or arising out of the Submission is true, complete and accurate in all respects,
- c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Submission, and has not relied on information supplied by the Authority,
- d) it has satisfied itself as to the correctness and sufficiency of the information it has included in its Submission and inserted in the Rent Schedule,
- e) it has full power and authority to enter into the Contract and to deliver the goods / services,
- f) it is of sound financial standing and has and will have sufficient resources available to it to comply with its obligations under the Contract.

## **8. General**

8.1 Every part of this ITQ and all other documents provided to Providers will remain the property of the Authority and will be returned with the Submission or, if no Submission is submitted, upon the Authority's demand.

8.2 Providers are advised to retain for themselves details of their Submissions. The Authority reserve the right to make a charge if a Provider requests a copy of its Submission.

## **9. Data Protection Act and Freedom of Information Requirements**

9.1 Providers shall at all times:

- a) comply with the Data Protection Act 1998 (the "DPA"),
- b) indemnify the Authority against loss, destruction or procuring of data contrary to the DPA by the Provider, its servants or agents, and
- c) in accordance with paragraph 12 of Part II of Schedule 1 to the DPA, comply with obligations equivalent to those imposed on a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

- 9.2 The Authority is subject to the Freedom of Information Act 2000 (the “FOIA”) and Environmental Information Regulations 2004 (the “EIR”) under which members of the public or any interested party may make a request for information held by the Authority at the time of the request.
- 9.3 Following such request, the Authority will consider the disclosure of any information, including Rent quotes, contained in Submissions both successful and unsuccessful, subject to the exemptions of the FOIA and EIR. Providers shall be aware that attaching a blanket label of ‘private and confidential’, ‘commercially confidential’ or similar to a Submission may not exempt that Submission from disclosure under the FOIA and/or EIR.
- 9.4 If a Provider considers that all or any part of its Submission and/or any specific information contained therein constitute a ‘trade secret’, or that the Submission or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA and/or EIR, the Provider should:
- a) attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information, and
  - b) in respect of such schedule and/or specific information, identify the particular FOIA and/or EIR exemption that the Provider claims applies in the particular circumstances. Providers shall do so in full knowledge of the relevant terms of the Lord Chancellor’s Code of Practice (the “Code”) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Providers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs’ web-site at:  
[www.dca.gov.uk/foi/reference/impref/codepafunc.htm](http://www.dca.gov.uk/foi/reference/impref/codepafunc.htm)
- 9.5 Providers shall be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 9.4 above (Section 2), the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA and/or EIR.

**Section 3 – Form of Submission**

Please see separate document – Appendix A

## Section 4 – Specification

### **1. INTRODUCTION AND BACKGROUND INFORMATION**

Enfield Council manages 123 parks and open spaces. Grovelands Park is located in one of Enfield's most affluent areas. Grovelands Park is a Green Flag park that covers 38 hectares. Of which 6 hectares is woodland, and 3 hectares is water in the form of a large serpentine lake fed naturally by two springs. The remaining 29 hectares is parkland. Grovelands Park is Grade II listed on the Register of Historic Parks and Gardens. Grovelands, the house on the western side of the park, is Grade I listed on the National Heritage List for England.

The parks facilities include a 9-hole golf course, a bowling green and pavilion, and a children's play area.

Grovelands Park supports many important habitats and species, broadleaved woodland, parkland with trees (remnants of wood pasture), veteran trees, standing water, a stream and species rich semi-improved grassland. The woodland sites are classified in the main as semi-natural woodland. The main body of woodland is confined to the south and east boundaries, with a small area on the western boundary. Grovelands is a key stronghold for bat species in London with some of the healthiest and most diverse populations of these European Protected Species.

A 'Friends of Grovelands Park' group was established in 2001. Local residents, visitors and persons representing such organisations as the local Police, have become actively involved.

### **2. DETAILED REQUIREMENT**

The Authority requires a suitably qualified and experienced provider to tender for a 10-year concession contract to provide boating activities in Grovelands Park. The business is required to be a commercially viable business with minimal environmental impact and to generate sufficient income to compensate the Authority for use of its land/assets by means of rent.

### **3. Transport Links**

Grovelands Park is well served by public transport services. The London Underground Piccadilly Line from Kings Cross and Central London stops at Southgate Station that is a 10-minute walk from the park via Bourne Hill or Queen Elizabeth Drive. The First Capital Connect train service from Enfield and Moorgate respectively, provides a regular service stopping at Winchmore Hill Station.

### **4. Visual and Environmental Impact**

The Authority seeks to safeguard the character of the land as Grade II listed park and wish the activity to be discreet and to complement its surroundings to preserve the natural woodland environment, ecology and recently installed wetlands. Any structures or paths must be in keeping with the surrounding woodland. Planning consent may be required.

## **5. Conservation**

We aim to retain and protect the historic fabric and character of the park and its role as a wildlife habitat and a public amenity. It has important habitats that support a number of rare and important species of plants and animals that need to be protected. Equally the needs of conservation and use of the park also need to be kept in harmony.

## **6. Site**

The Authority will not specify a suitable section of land for the facility but will allow the applicant to submit a proposal for the Authority to consider. Grovelands Park is largely made up of grassland, woodland and water in the form of a large lake. Some of the woodland is designated as semi-natural Woodland where habitats and trees must be protected. The park has benefitted in recent years from a new wetland scheme, engineered with Thames 21 and Enfield Council as the lead London Flood Authority– please see map in Appendix [G & H].

If any negative impact is identified, then the successful bidder would be required to demonstrate mitigation of such impact to the Authority before full approval will be granted. On approval, the mitigation proposed will be at the cost of the successful bidder.

## **7. Lake and Paths (formal and informal)**

The successful tenderer will be responsible for the maintenance of any damages to the bank of the lake and paths surrounding the lake that form part of the activity at their own cost. The infrastructure must compliment the natural woodland environment and may be subject to planning permission.

## **8. Planning Permission**

All necessary planning permission will be obtained by the successful tenderer at their own cost.

## **9. Terms**

The successful Tenderer will be awarded a concession contract for the activity and a licence to use the public space for 10 years.

A guaranteed annual minimum rent payment will be subject to a 3 year review and will not be less than any annual rent paid in the previous review.

The guaranteed annual minimum rent payment will be payable in monthly instalments from April to September.

## **10. Calculation of Rent**

As part of the evaluation process, the Authority will evaluate all submitted tender applications on their most advantageous financial benefit.

## **11. Finance**

All associated costs, including designing, supplying, installing and operation of the facility together with any ancillary buildings and additional infrastructure or service requirements will be funded by the successful tenderer. The Authority will not contribute any funding to this project.

**12. Timescale**

To be fully operational by Easter 2018.

**13. Opening Times and Usage**

All proposals within park opening hours will be considered.

**14. Car Parking**

Employees & visitors will be expected to use the existing car parking facilities which are currently free to use.

**15. Insurance**

The Council's minimum levels of Insurance are  
Public Liability £10 million  
Employers Liability £5 million.

**16. Maintenance**

Maintenance any damages to the bank of the lake and paths surrounding the lake that form part of the activity and all associated equipment will be the responsibility of the successful tenderer ensuring that all health and safety requirements and current legislation are met.

**17. Health and Safety**

The activity and use of equipment must comply with all current legislation. Risk assessments must be undertaken and regularly updated.

**18. Staff**

To provide professional, well trained and competent staff that are capable of giving instructions, first aid, inspections and maintenance, health and safety and are conversant with all current legislation that may relate to the operation of a boating activity.

**19. Disclosure and Barring Service (DBS)**

DBS checks must be carried out on any staff proposed to be working in areas of the facility as it is reasonable to expect the presence of children, young and vulnerable people.

**20. Uniforms**

Uniforms and name badges must be worn by all staff working at the facility. Design and colour of uniform will be subject to agreement by the Authority.

**21. Management Reports**

The successful Tenderer will be required to maintain and make available to the Authority a complete set of records if requested, in relation to inspection and testing documents, daily income records, daily user numbers, complaints/compliments/customer satisfaction surveys, Health and Safety records and accident reports.



**22. Marketing**

Marketing of the facility will be the responsibility and at the cost of the successful Tenderer.

**23. Signage**

Appropriate signage will be required to advertise location of facility within park and will be at the expense of the successful Tenderer. Any signage erected in the park is at the discretion of the Authority and the Conservation Group where design and material must firstly be agreed. Planning consent will be required.

**24. Security**

All equipment must be secured against unauthorised use.

**25. Sustainability**

The Authority encourages sustainability where ever possible.

**26. Catering**

No sale of food or preparation will be allowed on site.

**27. Events**

The Authority does not deem it necessary to provide information of organised public or private events that will take place within the park throughout the calendar year but will provide the information if requested.

**28. Community Benefits**

We would like the successful Tenderer to consider providing free/low cost admission to Enfield schools and other local groups (agreed by the Authority) which may be provided during the week in off peak periods

## **Section 5 – Terms & Conditions**

These documents are to follow and will be forwarded to you separately.

Concession contract - Appendix H

Lease/Licence Heads of Terms (HOTs) – Appendix I

## **Section 6 – Minimum Standards**

Please see separate document – Appendix B

# Section 7 - Evaluation Criteria

Final tender submissions will be subject to the evaluation process outlined below:

## 1 Minimum Standards

All Providers must complete and submit Section 6 - Minimum standards together with any additional documentation requested which will be evaluated on a Pass/Fail basis.

Where a Provider does not Pass the Minimum Standards Stage of the evaluation, the submission will be deemed as a Fail and will not be evaluated further

## 2 Price & Quality Evaluation

Providers that successfully pass the Minimum standards will be subject to a two-part evaluation. See evaluation model below showing weightings.

Price (60%)		Weighting	Documents to be completed and uploaded as part of your Final Tender Submission
Rent Proposal	Evaluation	60%	Appendix E (separate document)

Quality (40%)		Weighting	Documents to be completed and uploaded as part of your Final Tender Submission
Written Submission	Evaluation	40%	Appendix C (separate document)
Landlord References	Evaluation	Pass/Fail	Appendix D (separate document)

### 1.1 Price (Rent Proposal)

The rent proposals submitted by tenderers will be evaluated to reach the most financially advantageous bid. The highest bid is obtained by comparing the TOTAL rent proposed over the lease term by each tenderer.

The mechanism for establishing 'Price' scores is that the highest Rent is awarded the maximum percentage score available; all other bids are awarded using the following formula:

$$(Each\ Rent\ Bid / Highest\ Rent\ Bid) \times Percentage\ Score\ Available$$

### 1.2 Quality (40%)

Quality will be evaluated as follows:

#### a. Written Submission – 40%

Please complete the 'Written Submission Template' (See separate document – Appendix C) and answer each question in full in order. The 'Written Submission Template' forms part of you tender submission and must be uploaded onto Procontract to be evaluated.

Written responses will be assessed using the following scoring mechanism and will be weighted as detailed next to each question within the 'Written Submission Template'

SCORE	DESCRIPTION
15	Response / answer / solution is of a high standard with no reservations at all about

	acceptability; provides evidence that the Provider can make a significant improvement to the way the service is delivered.
11	Good response / answer / solution to that aspect of our requirement; provides more evidence than that of an 'acceptable' response.
7	Acceptable response / answer / solution; all basic requirements are met; provides evidence given of skill / knowledge sought.
4	Less than acceptable response / answer / solution; lacks convincing evidence of skills / experience sought; lack of real understanding of requirement or evidence of ability to deliver.
1	Non-compliant – failed to address the question / issue or a detrimental response / answer / solution; limited or poor evidence of skill / knowledge sought.

Please note – If 2 or more questions receive an evaluation score of 4 or less, the Authority reserves the right to fail the whole submission and it will not be evaluated any further.

**The Authority reserves the right to call for further information or clarification from Providers at any time during the evaluation process, as appropriate, to assist in its consideration of the Tenders.**

**b. Landlord References**

The Authority requires you to supply references from two (2) Landlords whom you have similar agreements with and provide boating activities on their land. Please ask your landlords to complete the Landlord Reference Form provided at Appendix D.

References will be considered and assessed on a PASS / FAIL basis. Any unsatisfactory references will result in the Authority seeking further information from the landlord(s) and the tenderer before a final decision is made by the Authority.

Where the Authority determines in its absolute discretion that the outcome of the checks is unsatisfactory, the tenderer will fail the evaluation.

**Section 8 – Rent Proposal (Price)**

Please see separate document – Appendix E

**Section 9 – Certificate of Non-Collusion**

Please see separate document – Appendix F

**Section 10 – Tender Submission Checklist**

Providers are reminded to fully complete and upload the following onto Procontract as part of their tender submission:

DESCRIPTION	LOCATION
Form of Submission	Section 3 of the Invitation to Tender (this document)
Minimum Standards and any additional documentation requested within it	Section 6 (Parts 1 – 8) of the Invitation to Tender (this document)
Written Submission Template	Appendix A
Landlord Reference Forms	Appendix D
Rent Proposal Form	Appendix E
Certificate of non-collusion	Appendix F