

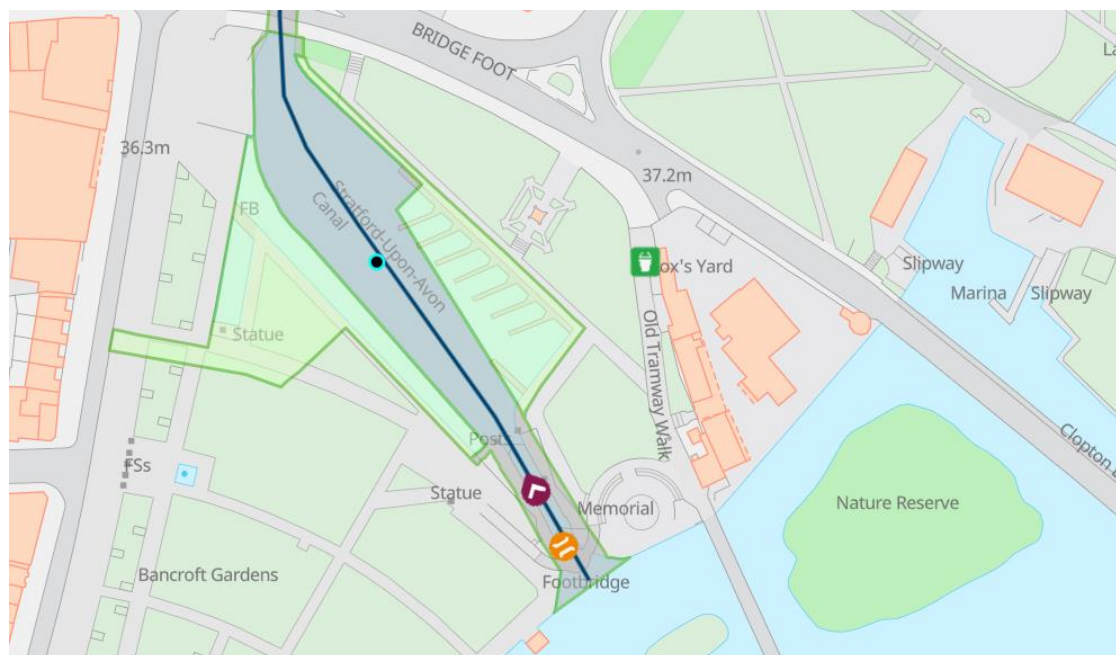


**Canal &
River Trust**

Making life better by water

Bancroft Basin Stratford upon-Avon

Business, Moorings and Property Opportunity Tender Brief



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1. Introduction

This Invitation to Tender ("ITT") dated 22/06/2023 is issued to businesses, organisations or individuals that wish to express an interest in leasing land and operating the site at Bancroft Basin located on the Stratford upon Avon Canal.

Following an assessment of responses to this ITT by a panel of Canal & River Trust representatives, top scoring organisations may be invited to participate in the second stage of this process – presentations. The panel will re-score the responses of the organisations once presentations are complete.

2. Instructions

2.1 General

If there is a need for any changes to this ITT, organisations will be informed of the changes and given adequate time to respond.

This ITT (and the information contained in it) does not form the basis of any contract nor does it constitute an invitation or offer to participate in the Contract.

Canal & River Trust reserves the right to terminate the tender (or part of it), to change the tender basis or procedures, to procure the project by other means, or to do any combination of these.

Canal & River Trust also reserves the right to procure any of the services referred to in this ITT separately.

2.2 Conflicts of Interest

Organisations are required to notify Canal & River Trust immediately of any actual or potential conflicts of interest in relation to this tender process that it becomes aware of. The Trust requires all actual or potential conflicts of interest to be resolved to Canal & River Trust's satisfaction prior to the delivery of the Organisation's response to this ITT. Failure to declare any such conflicts and/or failure to address such conflicts to the reasonable satisfaction of Canal & River Trust could result in an organisation being disqualified.

2.3 Canvassing

Canal & River Trust reserves the right to disqualify (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by an Organisation may attract) any Organisation who, in connection with this ITT:

- Offers any inducement, fee or reward to any member or officer of Canal & River Trust or any person acting as an adviser for Canal & River Trust in connection with this ITT.
- Does anything which would constitute a breach of the Bribery Act 2010; or
- Contacts any officer of Canal & River Trust prior to financial close about any aspect of the ITT in a manner not permitted by this ITT, unless advised otherwise during the tender.

2.4 Non-Collusion

The Canal & River Trust reserves the right to disqualify (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by an Organisation may attract) any Organisation who, in connection with this ITT:

- Fixes or adjusts their tender by or in accordance with any agreement or arrangement with any other Organisation;
- Enters into any agreement or arrangement with any other Organisation to the effect that they shall refrain from making a tender or as to the amount of any tender to be submitted.
- Causes or induces any person to enter such agreement as is mentioned in either bullet point above; or

- Communicates to any person other than Canal & River Trust the amount or approximate amount of their proposed tender (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of a tender).

2.5 Intellectual property

The copyright in this ITT is vested in Canal & River Trust and may not be reproduced, copied, or stored in any medium without the prior written consent of Canal & River Trust except in relation to the preparation of a tender. All documentation supplied by Canal & River Trust in relation to this ITT is and shall remain the property of Canal & River Trust and must be returned on demand, without any copies being retained.

2.6 Publicity

Organisations shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Contract other than with the prior written agreement of Canal & River Trust. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (without limitation) radio, television, newspapers, trade and specialist press, social media, internet, and email accessible by the public at large and the representatives of such media.

2.7 Canal & River Trust's right to reject tenders

Canal & River Trust reserves the right to reject or disqualify an Organisation where:

- A tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Trust's submission requirements;
- The Organisation is guilty of material misrepresentation in relation to its application and/or the process;
- The Organisation contravenes any of the terms and conditions of this ITT; or
- There is a change in identity, control, financial standing or any other factor impacting on the selection and/or evaluation process affecting the Organisation.

The disqualification of an Organisation will not prejudice any other civil remedy available to Canal & River Trust and will not prejudice any criminal liability that such conduct by an Organisation may attract.

2.8 Confidentiality

The information in this ITT is confidential and is made available to each Organisation on this basis.

2.9 No liability for information provided

None of Canal & River Trust, its advisers or any of their respective directors, officers, employees, and agents owes any duty of care to any Organisation either in relation to this ITT or any other information that they are provided with at any time, other than as may arise out of a written agreement between the relevant parties at some future date. Organisations must undertake such investigations as they see fit before entering any contract.

None of Canal & River Trust, its advisers or any of their respective directors, officers or employees or any other person makes any express or implied representation or warranty and no responsibility or liability (except in the case of fraud) is accepted by any of them with respect to the adequacy, accuracy, reasonableness or completeness of the contents of this ITT or the facts, opinions, estimates, forecasts,

projections or other information included within this ITT or of any other information (written or oral) supplied at any time in connection with the tender procedure.

2.10 Costs

Organisations will be solely responsible for all costs incurred in developing, preparing, and submitting any response to the ITT. Canal & River Trust will not in any circumstances accept responsibility for any costs incurred by Organisations.

2.11 Submission of the completed ITT

A complete ITT document should be emailed to aaron.atwa@canalrivertrust.org.uk. All tender submissions should be submitted before the tender deadline of **12:00 on 04/08/2023**.

- Any queries in relation to this tender process should be directed in writing (email) & not telephone to the Canal & River Trust contact. This is a matter of transparency and equal fairness to all Organisations.
- Please try to keep your tender proposal to the minimum number of documents. One would be preferable.
- All questions should be asked as soon as possible but at the latest before **12:00 on 28/07/2023** otherwise a reply cannot be guaranteed.
- All questions and subsequent answers will be published for all parties to view.

2.12 Canal & River Trust contact

All correspondence relating to this tender should be addressed to:

Aaron Atwal
Business Boating Manager
Canal & River Trust
Cambrian House
King Edwards Road
Birmingham
B1 2AN

E-mail : aaron.atwal@canalrivertrust.org.uk

3. About Canal & River Trust

The Canal & River Trust is the charity set up to care for England and Wales' wonderful legacy of 200-year-old waterways, holding them in trust for the nation forever. The Canal & River Trust is among the UK's biggest charities, with responsibility for 2,000 miles of canals, rivers, docks, and reservoirs, along with museums, archives, and the country's third largest collection of protected historic buildings. The Canal & River Trust formally took over the responsibilities of British Waterways in England and Wales on 2 July 2012.

We help transform places and enrich lives by creating, caring for and giving everyone access to living waterways, today and tomorrow. We aim to:

- Breathe new life into our canals and rivers.
- Ensure our canals and rivers are cherished by and make a difference to the communities they serve.
- Help more people discover and enjoy the magic of the waterways.
- Increase access to our canals and rivers for current and future generations.

3.1 Our work

Our canals and rivers are today used by more people and for a wider variety of purposes than ever before, with over 35,000 boats and 10 million towpath visitors using them as an escape from the hurly burly of modern life. Once Britain's most important transport system, our waterways are now a focus for economic renewal in the towns and cities they helped to create.

The Canal & River Trust is the guardian of a 200-year-old working heritage, a remarkable legacy of the Industrial Revolution, and a nationally important wildlife corridor. It is responsible for an enormous network of bridges, locks, embankments, and reservoirs and for maintaining them for the benefit and safety of our millions of visitors and neighbours.

We're the charity who look after and bring to life 2,000 miles of waterways, because we believe that life is better by water.

3.2 Waterways and wellbeing

Our research shows that spending time by water, whether it be your lunchbreak, daily commute or just a weekend stroll, really does make us feel happier and healthier.

With ever increasing rates of obesity, stress, and declining mental health in the UK, we are uniquely placed to make a significant contribution to improving the wellbeing of millions of people. Our canals and rivers run through some of the most heavily populated communities in England and Wales, providing accessible green and blue space where it's needed the most.

That's why, here at the Trust, we're working with volunteers and communities across England and Wales to transform canals and rivers into spaces where local people want to spend time and feel better. We know this will bring wellbeing opportunities to millions.

Our work involves not only looking after our waterways but promoting them widely to the eight million plus people who have waterways on their doorstep so that many more people benefit from our free, accessible, and local source of wellbeing.

4. Site Overview and the Opportunity

Introduction

The Bancroft Basin on the South Stratford Canal is a beautiful canal, full of activity and wildlife. The site has potential to bring further interest to the canal, resulting in more people enjoying the canal and its health and well-being benefits.

The Canal & River Trust would now like to tender the site, or elements of the site, to businesses, organisations, or individuals, interested in this exciting opportunity to maximise the potential of the area for future generations.

Please note:

- *All plans in this document are for illustrative purposes only. Formal demise plan will be subject to agreement during the lease preparation.*

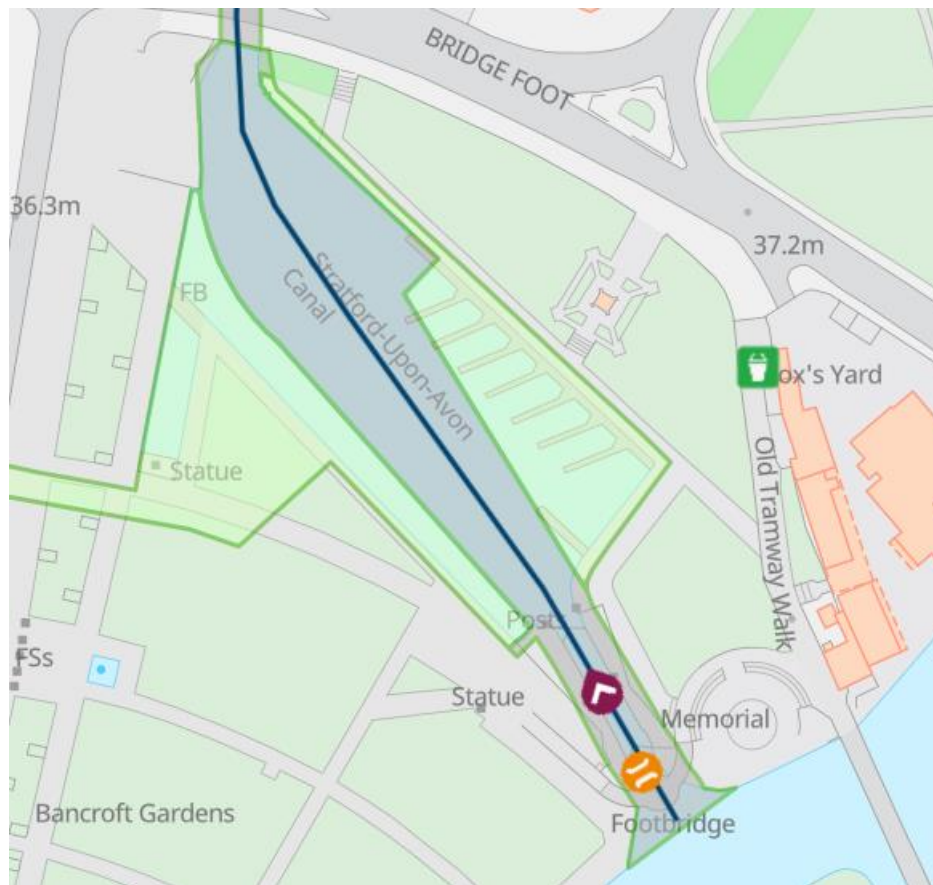
The site



For illustrative and indicative purposes only

The site is situated adjacent to the A3400, accessed via Bridge street, Stratford upon Avon, The site is crossed by public access footpaths, these are all the way around the Bancroft basin itself. The red line on the above map of the basin, illustrates the outline of the proposed tender site. This does include use and potential lease agreement of the static pontoon.

4.1 Basin Map



The main part of the site is to south of the basin, this is just above the lock to the bottom right-hand side of the basin. There is no toilet, refuse or parking for this site. The basin itself does include businesses already in operation. The southern section of the South Stratford canal links to the basin and the southside of the basin links to the river Avon through the lock.





There are numerous established trees around the green land surrounding the basin itself, This is a huge benefit to the site itself, these will not be the responsibility of the successful applicant. There is hard surfacing all around the basin.

There is existing trip boats and refreshments boats else where is the basin, The site has no existing utilities



connections for waters, sewerage, electricity, and gas.

The Canal & River Trust's aspirations for the site are for a proposal that incorporates the Trust's wellbeing aims. It would be great to have a proposal that activity can be shared with the Trust. Submissions are welcomed that make the most of the canal side location and offer water-based activities for the surrounding community and visitors or a business that will bring the community and the visitors to the basin a new attraction or destination spot to enjoy.

Tenders should consider the impact on the character and appearance of the basin as an important feature within the conservation area. Proposals that may require planning permission should also assess any likely impacts on heritage assets, given the sensitivity of the location, being within the conservation area and in proximity to various listed buildings, including the Grade II* listed Gower Memorial on the north side of the basin.





Canal & River Trust welcomes ITT submissions that would enable the Trust to have a presence at the site through volunteering opportunities, community, and educational activities.

The Canal & River Trust welcome submissions that explore opportunities for all water-based activities, including boat trips and hire boats, as well as unpowered paddle sport activities. Floating classrooms and Library's including educational classroom space will also be desirable and explored.

4.2 Bancroft Basin

Bancroft Basin is on the South Stratford Canal, it lies in heart of historic Stratford upon Avon, it is surrounded by beautiful gardens. The site is picturesque and has some great views of the River Avon. The Stratford Canal was built as part of the network of canals get coal from the Midlands to London via Oxford, however today the Bancroft Basin is a popular place to spot boats, for boaters to be able to moor up and enjoy the surrounding area and views, even a thriving area for businesses on the basin. There are existing floating food vendors in the basin, mooring available to the roving customer to moor up, and a stone throw away from the various trip boats on the River Avon. The Royal Shakespeare Company's theatre is situated less than 3 minutes' walk from the basin.



The nearest parking is on Swans Nest Lane, Stratford upon Avon, there several historic public houses surrounding the basin. Hard surface all the way around the basin and available site. There is a static pontoon right next to the available site.

4.7 Additional information

The following are not provided:

- Waste / refuse – disposal arrangements will need to be made by the incoming operator.
- Electricity – This would not be provided.

All boats to be moored at the site will be required to be licenced in accordance with Canal & River Trust's terms and conditions; which can be viewed on line: <https://canalrivertrust.org.uk/enjoy-the-waterways/boating/buy-your-boat-licence>

The successful bidder(s) will be responsible for obtaining any necessary planning permission, consents or permits. The successful bidder will be responsible for obtaining any other licences, leases, or permissions beyond the control of the Canal & River Trust.

5.1 Lease arrangements

Lease are to be negotiated and any grant of a lease will be subject to contract and appropriate approvals being in place.

The successful bidder(s) will be granted a lease from the Trust for the respective element(s) of the site. The terms of the lease will include responsibilities for:

- Insurance and indemnities
- The safe operation of the site
- Compliance with relevant legislation, byelaws and to follow any lawful directions given by the Trust.
- Future dredging of the mooring space and/or basin
- Full repair and maintenance of the site including any damage caused to the waterway wall.

The rent will be in the form of an annual fee collected quarterly. The rent will be reviewed every 3 years to Open Market Value or in conjunction with the Retail Prices Index, whichever is higher.

The term of the lease shall be for a fixed term and the agreed term shall not exceed a period of 20 years.

5.2 Conditional acceptance of the winning bidder's tender

The selection of a successful tender by the Trust is a conditional acceptance. On selection of the winning tender the Trust and the tenderer will enter negotiations for agreeing a lease. If the negotiations do not result in the Trust and the winning bidder concluding an agreement for lease within 3 months of the date of the Trust's conditional tender acceptance, the Trust will have the right to reject the tender and may enter negotiations with any other tenderers that the Trust may have chosen to put on a reserved short list.

Discussions and agreeing the terms for a new lease can continue whilst waiting for planning permission to be granted on the basis that planning permission will be granted, we would not enter a lease agreement without planning permission being in place.

The proposed timetable between conditional acceptance of a winning tender and agreeing a lease is set out in **section 6.3 below**.

5.3 Confidentiality agreement for lease negotiations

The winning tenderer and the Trust will enter into a confidentiality agreement which will apply to all confidential information exchanged between the parties during the lease negotiations.

6. The Tender Process

This section of the ITT explains the process that will be followed by the Trust during this phase of the procurement process.

This ITT forms the first stage of the procurement process, with a presentation forming the second stage.

Following the deadline for return of your tender proposal, the Trust will review as follows:

Element 1 – Compliance check

This will involve checking that Organisations have returned their ITT responses by the stated deadline, that their ITT responses have been completed in line with the instructions contained in the ITT and that their ITT responses contain all the required information. The Trust and LLDC reserve the right to exclude from further participation in this competition any Organisation that fails to satisfy this compliance check.

Element 2 - Eligibility check

This stage will involve a review of Organisations' responses to **Sections 8 and 9** of this ITT, which should be incorporated within your tender proposal.

Element 3 - Assessment of ITT responses

If an Organisations' tender proposal passes Elements 1 and 2, it will be assessed under Element 3 (Evaluation Criteria). The evaluation criteria for element 3 is split on a ratio as detailed in **section 7.1**.

This stage is your free text tender proposal and to give some structure, it should satisfy the requirements of the evaluation criteria in **section 7**. You should incorporate signed **section 8 and completed section 9** **within** your tender proposal. This whole ITT document does not need to be copied into your tender proposal.

The Trust may seek clarification from Organisations at any stage in its review of your tender proposal.

Top scoring Organisations from the ITT phase may be invited to make a presentation.

7. Data for the Preparation of Tenders

7.1 Evaluation

Organisations are encouraged to bear in mind that their tenders must contain all elements necessary to meet the requirements set out and will be evaluated against the criteria set out in [section 7.1](#).

7.2 Post-tender clarifications

A maximum of three top scoring organisations will be invited to conduct a 15-minute presentation followed by a 45-minute question and answer session. This will be held on **16/08/2023**.

Presentations will be assessed by a panel of Canal & River Trust representatives.

Milestone	Timing
ITT Submission Deadline	12:00 04/08/2023
Presentations – each shortlisted Organisation will be given up to a 60-minute slot for a 15-minute presentation to summarise their proposals as submitted in their tenders and 45 minutes for Q&As.	
Winning tender selected	not before 18/08/2023

8. Evaluation

Evaluation criteria

The following evaluation criteria (with respective weightings) will be used to evaluate tenders:

Criteria	Weighting
Criteria 1 – Ability to meet Canal & River Trust’s aspirations for the site and work collaboratively with the Trust	25%
Criteria 2 – Rent proposal	35%
Criteria 3 – Demonstrate a proven record in running similar operations	20%
Criteria 4 – Overall proposal to offer something unique and enhance the visitor experience	20%

Each criteria element should have its own individual heading within your tender proposal and have sufficient supporting information to undertake a comprehensive evaluation.

8.1 Ability to meet Canal & River Trust’s aspirations

Those submitting will be required to demonstrate how they will deliver the Trust’s values on the site and through their activities. You may wish to refer to information published on our website:
<https://canalrivertrust.org.uk/about-us/how-we-make-a-difference>

The Trust would like to maintain a presence at the site through our Community Roots programme; volunteering and educational activities. Submissions that support the Trust’s work and aims for the site will score higher.

8.2 Rent proposal

Those submitting will be expected to confirm a guaranteed base annual rental figure. The more competitive the rental offer the higher the response will score on this section of the tender.

8.3 Demonstrate a proven record in running similar operations

Prospective operators will need to demonstrate a proven track record in operating and managing moorings. Submissions that are supported by such evidence will be score higher.

8.4 Overall proposal to offer something unique and enhance visitor experience

Consideration should be given to the environment and ecological habitat. Submissions that demonstrate increased activity on site with improvements that are sensitive to the environment and habitat will score higher.

9. Post Tender Selection Lease Negotiation

The proposed timetable for the Trust and the winning tenderer agreeing a lease is as follows:

Milestone	Timing
Preliminary discussions to agree heads of terms for referral to each parties' legal advisors	1 month
Referral of heads of terms to each party's legal advisors to conclude agreement for lease.	Further 1 month
Completion of agreement	3 months

If the Trust and the winning tenderer have not completed the agreement for lease by the date specified above, the Trust will be entitled to reject the winning tender and may choose to enter negotiations with any third party. The Trust may at its absolute discretion decide to extend the time for completion of the agreement for lease and will notify the winning tenderer of any such decision, specifying the extended deadline.

10. Organisation Declaration

I, the undersigned, confirm that the information contained in this ITT response is correct at the time of completion. Any changes relevant to this requirement will be notified to The Trust without undue delay.

Signed		Date	
Print name		Position	
On behalf of		Company Name	

